

Exhibit 2
Agreements from Participating Landowners

1082-521-18

081410007
1554
000000000

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

Index DEED BOOK
Book 02631 Page 0396
No. Pages 0010
Instrument LEASE
Date : 7/31/2007
Time : 4:08:04
Control # 200707310249
INST# DE 2007 004184
TRTX# TT 2007 005995
Employee ID COOK

DON R ALLEN + VERA J ALLEN DEC
LARATION OF TRUST
PICKETT BROOK WIND FARM LLC

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of April 27, 2007, 2007 (the "Effective Date"), between Vera J. J. Allen, Trustee under the Don R. Allen and Vera J. Allen Declaration of Trust dated November 5, 1990 ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated April 27, 2007, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

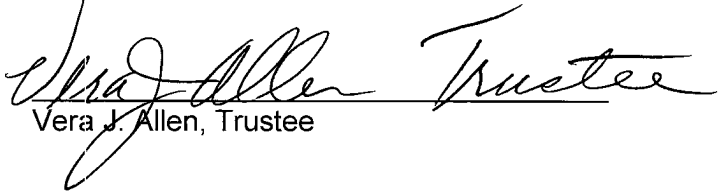
IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: Pickett Brook Wind Farm, LLC, a Delaware limited liability company

By: 
Name: Richard A. Winsor
Title: Chief Operating Officer

ww/BBR

LESSOR: Don R. Allen and Vera J. Allen Declaration of Trust


Vera J. Allen, Trustee

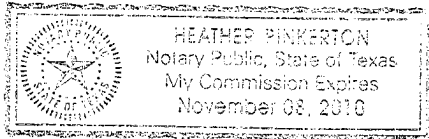
08-14-2007
15:54

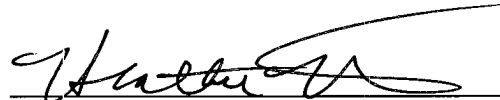
**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 26 day of June, 2007, before me personally appeared Richard A. Winsor, to me known to me to be the Chief Operating Officer of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.





Notary Public

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated as Chautauqua County Tax Map No. 5-1-26.3, which said land is contained in an *Individual Quitclaim Deed* given by Don R. Allen and Vera J. Allen, husband and wife as joint tenants to Don R. Allen and Vera J. Allen, Trustees under Declaration of Trust dated November 5, 1990 whereby Don R. Allen and Vera J. Allen are Trustors and Successor Trustee, said deed dated November 15, 1990 and recorded on February 8, 1991 in the Chautauqua County Clerk's Office in Book 2242 of Deeds, Page 173, to which reference is made for a more detailed description and incorporated herein.



CHAUTAUQUA COUNTY – STATE OF NEW YORK
 SANDRA K. SOPAK COUNTY CLERK
 1 North Erie St, PO Box 170, Mayville, New York 14757

1082-521-018

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



RECEIPT NO. : 201306076296

Clerk: KS
 Instr #: DE2013001896
 Rec Date: 03/08/2013 10:54:05 AM
 Doc Grp: D
 Descrip: AMEND/DEEDS/TP
 Num Pgs: 10
 Rec'd Frm: STEWART TITLE INSURANCE CO

Party1: DON R ALLEN + VERA J ALLEN
 DECLARATION OF TRUST /TR
 Party2: ARKWRIGHT SUMMIT WIND FARM LLC

Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Notations	0.50
TP584	5.00

Sub Total: 95.50

Transfer Tax
 Transfer Tax 0.00

Sub Total: 0.00

Total: 95.50

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

***** Transfer Tax *****
 Transfer Tax #: TT2013002848
 Transfer Tax
 Consideration: 0.00

Total: 0.00

Record and Return To:

STEWART TITLE INSURANCE CO
 825 THIRD AVE 30TH FLOOR
 NEW YORK, NEW YORK 10022

WARNING***

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.
 This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra K. Sopak
 Chautauqua County Clerk

Prepared By:
General Counsel @ Arkwright Summit Wind Farm LLC
808 Travis, Suite 700, Houston, TX 77002
When recorded, mail to:
Suzanne Ng [TA#11-073] @ Title Associates
825 Third Avenue, 30th Fl, NY, NY 10022

AMENDED AND RESTATED MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Amended and Restated Memorandum"), is made and entered into as of January 22, 2013 (the "Effective Date"), between Vera J. Allen, as Trustee under the Don R. Allen and Vera J. Allen Declaration of Trust dated November 5, 1990 ("Lessor") and Pickett Brook Wind Farm, LLC, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party."

RECITALS

2631
396

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated April 27, 2007 (the "Lease"), as evidenced by that certain Memorandum of Wind Energy Lease and Agreement dated April 27, 2007 and recorded on July 31, 2007 as Instrument No. DE 2007 004184, in Book 2631, Page 396 in the Official Public Records of Chautauqua County, New York (the "Original Memorandum") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor desire to amend and restate the Original Memorandum as more particularly set forth below, in order to amend the description of the Property set forth in Exhibit A to the Original Memorandum to include 5 acres of additional land (the "Additional Property") and modify certain provisions of the Original Memorandum to be consistent with the terms of the Lease.

WHEREAS, Lessee and Lessor have executed and acknowledged this Amended and Restated Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee's rights thereunder.

add

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth in the Lease. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking and environmental, biological, cultural and other tests and studies including but not limited to geotechnical drilling and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b)

the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by law.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of a Project, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each

add

Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects (collectively and each, an "Access Easement"); and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (1) four (4) year period (each, an "Extended Term"). The Development Term and the Extended Term(s) are sometimes collectively referred to hereafter as the "Term."

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use

of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any improvements installed by Lessee on the Property, and Lessee may remove any or all improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Amended and Restated Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Amended and Restated Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Amended and Restated Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Amended and Restated Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Amended and Restated Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Amended and Restated Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Amended and Restated Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.


10. Amendment and Restatement. This Amended and Restated Memorandum amends, restates and supersedes the Original Memorandum in its entirety and in all respects.

11. Priority. The Parties acknowledge that the Original Memorandum gave notice of the Lease with established priority as against other encumbrances against the Property, and the Parties intend that this Amended and Restated Memorandum shall not affect the priority of the Lease.

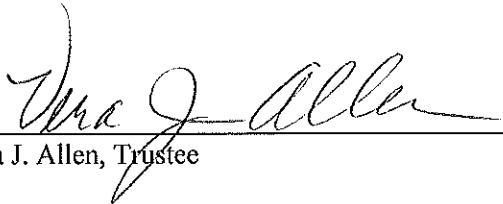
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Memorandum as set forth below.

“LESSEE” Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: 
Name: DEREK B RIEMAN
Title: PROJECT MANAGER

“LESSOR” Don R. Allen and Vera J. Allen Declaration of Trust


Vera J. Allen, Trustee

ACKNOWLEDGEMENT
FOR THE LESSEE

STATE OF New York)
) SS:
COUNTY OF Columbia)

On this 25th day of January, 2013, before me personally appeared Derek Peiman, to me known to me to be the authorized representative of Arkwright Summit Wind Farm LLC, a Delaware limited liability company, 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/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF NEW YORK)
COUNTY OF Schenectady) ss:

On this 22nd day of January, 2013, before me personally appeared Vera J. Allen, as Trustee under the Don R. Allen and Vera J. Allen Declaration of Trust dated November 5, 1990, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Wendy S. Kingland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

AMBROSOLI
MICHELLE A
ARKWRIGHT SUMMIT WIND FARM LLC

Index DEED BOOK

Book 02710 Page 0936

No. Pages 0015

Instrument EASEMENT

Date : 11/30/2010

Time : 11:24:54

Control # 201011300045

INST# DE 2010 005744

TRTX# TT 2011 001994

Employee ID STRANDBK

COUNTY	\$	106.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	125.00

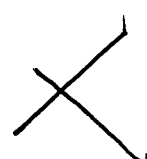
STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



STEWART TITLE INSURANCE
707 WESTCHESTER AVENUE
SUITE 411
WHITE PLAINS, NY 10604

ST09-04979 (F)

132.00
1
18

Chautauque

AFTER RECORDING RETURN TO

Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

(This space reserved for recording information)

**AGREEMENT FOR WAIVER OF SETBACK REQUIREMENT
AND GRANT OF EASEMENTS**

THIS AGREEMENT FOR WAIVER OF SETBACK REQUIREMENT AND GRANT OF EASEMENTS (this "Agreement") made and entered into this 20th day of September, 2010 (the "Effective Date"), by and between Michelle A. Ambrosoli collectively referred to as "Owner" and Arkwright Summit Wind Farm, LLC, a Delaware limited liability company, hereafter referred to as "Company." Owner and Company may hereafter be referred to as, together, the "Parties" and each, a "Party". * 9819 Center Road
Fredonia, NY 14063
808 Travis Street, Suite 700
Houston, TX 77002

RECITALS

A. Owner (i) owns the property located in Chautauque County, New York, designated on the Town of Arkwright Tax Map as Parcel No. **132.00-1-18**, as more particularly described on **Exhibit A**, attached hereto and made a part hereof ("Owner's Property") consisting of approximately twenty (20) acres, and (ii) has the right and authority to enter into this Agreement, described herein.

B. Company desires to install wind-powered turbines and generators capable of producing wholesale electricity, temporary and permanent meteorological towers, and associated appurtenances, equipment, facilities and roadways ("**Wind Power Facilities**") on adjacent property and other property located in the vicinity of the Owner's Property Chautauque County, New York (the "**Wind Project Property**"), as a part of a renewable energy project ("**Project**"). The Wind Power Facilities may be closer to the property boundary with Owner's Property than allowed by the setback requirements ("**Setback Requirements**") set forth in the Town of Arkwright Zoning Ordinance -Article VI-A-Wind Energy Facilities, Local Law No. 2 of 2007 entitled "Wind Energy Facilities Law of the Town of Arkwright," as same may from time to time be amended ("**Zoning Law**").

C. Company desires to obtain a waiver of certain Setback Requirements of the Zoning Law from Owner for the development, installation, operation and maintenance of the Wind Power Facilities on the Wind Project Property and Owner is willing to grant Company such a waiver and Easements for Owner's Property on the terms and provisions set forth herein.

D. Section 662(E) of the Zoning Law sets forth the Setbacks Requirements. A copy of Section 662(E) of the Zoning Law is attached hereto and made a part hereof as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the consideration stated in the side letter between the Parties, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are hereby made a substantive part of this Agreement.
2. Owner's Waivers.

2.1 Owner hereby acknowledges that it has reviewed the Setback Requirements in Exhibit B attached hereto and is aware of and generally familiar with the nature of the Wind Power Facilities that are a part of the Project. Owner hereby waives the Setback Requirements in the Zoning Law for Owner's Property and structures thereon, including any residence, above-ground utilities and/or gas wells. The Owner consents to setbacks for the Wind Power Facilities being less than required by such Zoning Law. Further, if so requested by Company or any such affiliate, Owner shall, without demanding additional consideration therefore, (i) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Company or the Town of Arkwright in connection therewith and (ii) return the same thereto within ten (10) days after such request.

2.2 Owner agrees that Owner shall not make a claim against Company or any affiliate, member, shareholder, officer, director or agent of Company, or any present or subsequent owner or assignee of the Agreement or the Wind Project Property, for a violation of any requirements or limitations set forth or identified in Section 662(E) of the Zoning Law.

3. Grant of Easements. Owner irrevocably grants to Company, the following perpetual and exclusive easements ("Easements") on, over, under, upon, along and across Owner's Property on the terms and provision hereafter set forth:

3.1 An easement, right and entitlement on, over, under, upon, along and across Owner's Property for any audio, visual, view, light, sound, vibration, air turbulence, wake, electromagnetic, radio frequency, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on the Wind Project or (b) facilities now or hereafter located on the Wind Project Property.

3.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Owner's Property; and

3.3. An exclusive easement to permit the rotors of turbines located on adjacent properties to overhang the Owner's Property.

4. Owner's Use. Owner reserves the right to continue to use the Owner's Property for any lawful purposes except for the development and operation of Wind Power Facilities, provided that Owner shall not use the Owner's Property, or permit its use by others, for any purpose that is not in compliance with the Zoning Law, or for any purpose that competes or interferes with Company's installation, operation, maintenance and repair of the Wind Power Facilities on the Wind Power Property. Notwithstanding anything contained herein to the contrary, Owner may, with written notice to Company build and operate one wind turbine in maximum name-plate capacity of up to 10 kW for residential and/or farm electrical purposes only on the Property ("Owner's Wind Turbines"), provided (a) Owner's Wind Turbine is located more than one thousand (1,000) feet from any planned or existing Generating Unit; and (b) Company has consented in writing to the Owner's Wind Turbine, which said consent shall not be

unreasonably withheld, conditioned or delayed if Owner desires to install the Owner's Wind Turbine prior to the Operation Date. The term "Generating Units" means any wind machines, wind turbine generators, wind energy conversion systems and wind power generating facilities (including associated towers, foundations and other structures and equipment), and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology. The term "Operation Date" means the date that a power purchasing utility or other entity first receives power produced from all of the Generating Units located on the Property.

5. Joinder and Road Widening.

5.1 Joinder. Owner shall support and join with Company in its operations and the exercise of its rights hereunder and in carrying out and otherwise giving full force and effect to the purposes and intent of this Agreement, including Company's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit entitlement, approval, authorization or other rights necessary or convenient in connection with its respective operations, and Owner shall, without demanding additional consideration therefore, (a) execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument (including any document or instrument intended to correct an error in this Agreement or to amend the legal description attached hereto) that is reasonably requested by Company in connection herewith or therewith, and (b) return the same (as executed) to Company within ten (10) days after Owner's receipt thereof.

5.2 Road Widening. Owner shall fully support and join with Company's efforts to obtain from any governmental authority or any other person or entity the widening and improving of public roads to a width (a) of up to two rods with a fifteen (15) foot construction easement to windrow or stockpile the topsoil when extending the ditches of the roads, the width of which will vary depending on the topography, the width of the shoulder, buildings or other improvements, boulders, wetlands, roads, transmission facilities or lines, recreational areas, inhabited areas, leased lands (or other rights of third parties) or other obstacles or impediments, or (b) as required by the applicable governmental authority and/or (ii) the installation of utilities, private or public in the road right of way (the "Road Widening"); Owner hereby consents to any such Road Widening and Owner shall, without demanding additional consideration therefore (a) execute a consent agreement and/or easement agreement regarding the Road Widening and any governmental authority's efforts in the Road Widening and (b) return the same (as executed) to Company within ten (10) days after Owner's receipt thereof.

6. Termination. The Easements and this Agreement shall not be terminable by Owner under any circumstances. Company reserves the right to terminate the Easements at any time by giving written notice of termination to Owner. Upon termination by Company, Company shall record a termination of the Easements and this Agreement or other appropriate document in the Chautauqua County Clerk's Office, New York. The agreement by Owner to waive the Setback Requirements of the Zoning Law shall be permanent and shall not be revoked without the consent of the Town Board of the Town of Chateaugay and the Company, which consent shall be granted upon either the completion of the decommissioning of the Wind Energy Facilities on the Wind Project Property in accordance with the Zoning Law, or the acquisition of Owner's Property by the owner of the Wind Project Property where the Wind Energy Facilities are located or by the owner of the Project.

7. Recording. This Agreement or a Memorandum of this Agreement, shall be recorded in the Chautauqua County Clerk's office by Company, at Company's expense in order to advise all subsequent owners of Owner's Property that there is a waiver of the Setback Requirements as set forth in Exhibit B attached hereto and the grant of Easements as set forth in Paragraph 4, above.

8. Right To Assign and Encumber.

8.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a **"Transfer"**); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a **"Lender's Lien"**). As used herein, the term **"Lender"** means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, Wind Power Facilities or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

8.2 Release From Liability. However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement or in an Easement, the assigning Company shall be released from all of its obligations and liability under this Agreement and/or such Easement (as the case may be), so long as the assignee assumes Company's obligations and liabilities with respect to the right, title and interest so transferred.

8.3 Notice to Owner. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 8.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of Chautauqua County.

9. Default. If a Party (the **"Defaulting Party"**) fails to perform its obligations hereunder (an **"Event of Default"**), then it shall not be in default hereunder unless it fails to cure (i) a monetary Event of Default within thirty (30) days after receiving written notice from the other Party (the **"Non-Defaulting Party"**) stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a **"Notice of Default"**) and (ii) a non-monetary Event of Default within sixty (60) days after receiving a Notice of Default from the Non-Defaulting Party; provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

9.1. Payment Under Protest. The Defaulting Party may cure any monetary Event of Default by depositing the amount in controversy (not including claimed consequential, special, exemplary or punitive damages) in escrow with any reputable third party escrow, or by interpleading the same, which amount shall remain undistributed until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

10. Estoppel Certificates. Each Party (the “**Responding Party**”) shall, within ten (10) days after written request by the other Party or any existing or proposed Lender (each, a “**Requesting Party**”), execute and deliver to the Requesting Party an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the Annual Payment has been paid, (c) certifying that to the best of the Responding Party’s knowledge there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by the Requesting Party. The failure of the Responding Party to deliver any such certificate within such time shall be conclusive upon the Responding Party that (i) this Agreement is in full force and effect and has not been modified, (ii) the Annual Payment has been paid through the date of such written notice, (iii) there are no uncured Events of Default by the Requesting Party hereunder and (iv) the other certifications so requested are in fact true and correct.

11. Lender’s Right to Possession, Right to Acquire and Right to Assign. A Lender shall have the absolute right to do one, some or all of the following things: (a) assign its Lender’s Lien; (b) enforce its Lender’s Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the Easements, (d) perform any obligations to be performed by Company, or cause a receiver to be appointed to do so; (e) assign or transfer the Easements to a third party; or (f) exercise any rights of Company hereunder. Owner’s consent shall not be required for any of the foregoing; and, upon acquisition of the Easements by a Lender or any other third party who acquires the same from or on behalf of the Lender, Owner shall recognize the Lender or such other party (as the case may be) as Company’s proper successor, and this Agreement shall remain in full force and effect.

11.1. Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Company, Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender concurrently with delivery of such notice to Company, as applicable, specifying in detail the alleged Event of Default and the required remedy.

11.2. Cure. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Company after Company’s receipt of a Notice of Default hereunder, plus, in each instance, the following additional time periods: (a) thirty (30) days in the event of any monetary Event of Default; and (b) sixty (60) days in the event of any non-monetary Event of Default; provided, however, that (y) such sixty (60)-day period shall be extended for the time reasonably required by the Lender to complete such cure, including the time required for the Lender to obtain possession of the Owner’s Property (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (z) the Lender shall not be required to cure those Events of Default which are not reasonably susceptible of being cured or performed by such party (“**Non-Curable Defaults**”). The Lender shall have the absolute right to substitute itself for Company and perform the duties of Company hereunder for purposes of curing such Event of Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender (or its employees, agents, representatives or contractors) to enter upon the Owner’s Property to complete such performance with all of the rights and privileges of Company. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Lender as set forth above. Further, (i) neither the bankruptcy nor the insolvency of Company shall be grounds for terminating this Agreement as long as the Annual Rent payable by Company are paid by the Lender in accordance with the terms thereof and (ii) Non-Curable Defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or other acquisition of the Easements.

11.3. Deemed Cure; Extension. If any Event of Default by Company under this Agreement cannot be cured without obtaining possession of all or part of (a) the Owner’s Property, (b) the Easements, then

any such Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Owner as set forth in Section 11.2, a Lender acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Lender performs all other obligations as and when the same are due in accordance with the terms of this Agreement, as the case may be. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Company, as the case may be, from commencing or prosecuting the proceedings described above, then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

11.4. Liability. A Lender that does not directly hold an interest in this Agreement, or that holds a Lender's Lien, shall not have any obligation under this Agreement prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Agreement only for and during the period of time that such Lender directly holds such absolute title. Further, in the event that a Lender elects to (a) perform Company's obligations under this Agreement (b) acquire any portion of Company's right, title, or interest in the Owner's Property or in this Agreement or (d) enter into a new agreement as provided in Section 11.5, then such Lender shall not have any personal liability to Owner in connection therewith, and Owner's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Owner's Property. Moreover, any Lender or other party who acquires the Easements pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Easements.

11.5. New Agreement to Lender. In the event that this Agreement (a) terminates because of Company's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Owner shall, immediately upon written request from such Lender received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new agreement (as the case may be) in favor of such Lender, which new agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Company prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance, and continuing for the remaining term of this Agreement before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain the same interests in the Owner's Property or such portion thereof as to which such Lender held a Lender's Lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) contain a grant to the Lender of Easements and (v) enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Owner; and, until such time as such new agreement is executed and delivered, the Lender may enter, use and enjoy the Owner's Property as if this Agreement were still in effect. At the option of the Lender, the new agreement may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Company thereunder. If more than one Lender makes a written request for a new agreement pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.

11.6. Lender's Consent. Notwithstanding any provision of this Agreement to the contrary, (a) Owner shall not agree to a modification or amendment of this Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien and (b) Owner shall not accept a surrender of the Owner's Property or any part thereof or a termination of this Agreement; in each such case without the prior written consent of each Lender.

11.7. Further Amendments. At Company's request, Owner shall amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Owner under this Agreement. Further, Owner shall, within ten (10) days after written notice from Company or any existing or proposed Lender, execute and deliver thereto a certificate to the effect that Owner (a) recognizes a particular entity as a Lender under this Agreement and (b) will accord to such entity all the rights and privileges of a Lender hereunder.

12. Mortgage Payments. If the Owner's Property is subject to a mortgage as of the date of this Agreement, Owner agrees to pay all obligations secured by such mortgage. Owner agrees to promptly provide Company with a copy of any default notices that Owner receives from its lender. In addition, Owner, at the request of Company, agrees to obtain from any existing lender a subordination and/or non-disturbance agreement in form and substance reasonably acceptable to Company. In addition, Owner expressly acknowledges and agrees that any statutory or common law lien rights in favor of Owner or any mortgage granted by Owner subsequent to the date of this Agreement are expressly subordinate and inferior to Company's right, title and interest in the Agreement and/or the Easements and to any liens and security interests granted by Company in favor of any Lender. Owner agrees to execute any further documentation which may be requested by Company or its Lender to evidence such subordination.

13. Notices. All notices, statements, demands, correspondence or other communications required or permitted by this Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient (be it Owner, Company or a Lender), (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

If to Company: Arkwright Summit Wind Farm, LLC
c/o Horizon Wind Energy, LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

With a copy to: Arkwright Summit Wind Farm, LLC
52 James Street
Albany, New York 12207
Attn: Project Manager

If to Owner: Michelle A. Ambrosoli
9819 Center Road
Fredonia, New York 14063

If to any Lender: To the address(es) indicated in the notice(s)
to Owner provided under Section 8.3

Owner, Company and any Lender may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section by giving written notice of such change to the other parties in the manner provided in this Section. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Attorneys' Fees. In the event of any litigation for the interpretation or enforcement hereof, or for damages for a default hereunder, or which in any other manner relates to this Agreement, the Easements or the Owner's Property, the prevailing Party shall, be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys' fees incurred in connection therewith.

15. Construction. This Agreement, including any Exhibits attached hereto, contains the entire agreement between the Parties in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, shall be deemed to have been merged herein and superseded hereby. Should any provision of this Agreement be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by such holding. Except with respect to the rights conferred upon Lenders hereunder (which Lenders and their respective successors and assigns are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the covenants contained herein are made solely for the benefit of Owner and Company and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement. Any covenants contained in this Agreement which could be interpreted as partially or wholly to be performed after termination hereof, and any indemnities, representations and warranties set forth in this Agreement, shall survive the expiration or earlier termination hereof. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of grantor and grantee. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and shall not define, limit or otherwise affect the scope, meaning or intent hereof. As used in this Agreement with respect to time of notice or performance, the term "day" shall refer to business days in Chautauqua County, New York. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

16. Miscellaneous. This Agreement shall not and cannot be modified or amended except by a writing signed by both Parties. If the Parties are unable to amicably resolve any dispute arising out of or in connection with this Agreement, then, all legal proceedings shall be held in New York courts, State or Federal, which would have jurisdiction over the matter in dispute or the amount in controversy. If Owner consists of more than one person or entity, then (a) each reference herein to "Owner" shall include each person and entity signing this Agreement as or on behalf of Owner and (b) the liability of each such person and entity shall be joint and several. In the event that this Agreement is not executed by one or more of the persons or entities comprising the Owner herein, or by one or more persons or entities holding an interest in the Owner's Property, then this Agreement shall nonetheless be effective, and shall bind all those persons and entities who have signed this Agreement. Each of the signatories hereto represents and warrants that he/she has the authority to execute this Agreement on behalf of the Party for which he/she is signing.

17. Overburdening. No act or failure to act on the part of Company or the holder of the Easements shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easements back to Owner. Nonuse of the Easements shall not prevent the future use of the entire scope thereof in the event the same is needed. No use of or improvement to the Owner's Property (or such other lands) or any lands benefited by the



Easements, and no Transfer, shall, separately or in the aggregate, constitute an overburdening of the Easements.

18. Covenants Running With The Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Owner's Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Owner's Property (including without limitation, any Lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Company and its respective heirs, administrators, executors, legal representatives, successors and assigns, and the Wind Project Property. To the extent any of the provisions of the Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be enforceable as assignable and alienable easements in gross.

19. New York Code of Conduct. Grantor shall immediately notify Grantee if Grantor should become a Municipal Officer or a Relative of a Municipal Officer, or otherwise act on behalf of a Municipal Officer as such terms are defined in the Code of Conduct Agreement effective as of August 19, 2009 by and between the State of New York and Horizon Wind Energy LLC, a Delaware limited liability company.

[SIGNATURES TO FOLLOW ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.


OWNER



Michelle A. Ambrosoli

COMPANY

Arkwright Summit Wind Farm LLC, a Delaware limited liability company

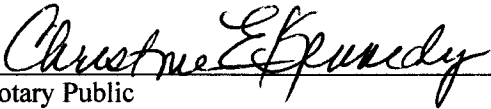
By: 
Name: Tom Stebbins
Title: Project Manager



**ACKNOWLEDGEMENTS
FOR THE OWNER**

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

On the 16 day of Sept, in the year 2010 before me, the undersigned, a notary public in and for said State, personally appeared, **Michelle A. Ambrosoli**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.


Notary Public

CHRISTINE E. KENNEDY #4894868
Notary Public, State of New York
Qualified in Chautauque County
My Commission Expires May 11, 2011



**ACKNOWLEDGEMENT
FOR THE COMPANY**

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

On the 20th day of September, in the year 2010 before me, the undersigned, a notary public in and for said State, personally appeared, Tom Williams, authorized representative personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Wendy Kingland
Notary Public

WENDY S. KINGLAND
Notary Public, State of New York
No. 4974617
Qualified in Schoenectady County
Commission Expires Nov. 12, 2010

[Handwritten mark]

Exhibit A

Legal Description of Owner's Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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



EXHIBIT B

Setbacks for Wind Energy Facilities Pursuant to Town of Arkwright Zoning Ordinance -Article VI-A-, Local Law No. 2 of 2007, entitled "Wind Energy Facilities Law of the Town of Arkwright, New York"

§662. Setbacks for Wind Energy Conversion Systems.

A. The statistical sound pressure level generated by a WECS shall not exceed $L_{10} - 50$ dBA measured at any residence existing at the time of completing the SEQRA review of the application. If the ambient sound pressure level exceeds 48 dBA, the standard shall be ambient dBA plus 5 dBA. Independent certification shall be provided before and after construction demonstrating compliance with this requirement.

B. In the event audible noise due to WECS operations contains a steady pure tone, such as a whine, screech, or hum, the standards for audible noise set forth in subparagraph 1) of this subsection shall be reduced by five (5) dBA. A pure tone is defined to exist if the one-third (1/3) octave band sound pressure level in the band, including the tone, exceeds the arithmetic average of the sound pressure levels of the two (2) contiguous one third (1/3) octave bands by five (5) dBA for center frequencies of five hundred (500) Hz and above, by eight (8) dBA for center frequencies between one hundred and sixty (160) Hz and four hundred (400) Hz, or by fifteen (15) dBA for center frequencies less than or equal to one hundred and twenty-five (125) Hz.

C. In the event the ambient noise level (exclusive of the development in question) exceeds the applicable standard given above, the applicable standard shall be adjusted so as to equal the ambient noise level. The ambient noise level shall be expressed in terms of the highest whole number sound pressure level in dBA, which is exceeded for more than five (5) minutes per hour. Ambient noise levels shall be measured at the exterior of potentially affected existing residences, schools, hospitals, churches and public libraries. Ambient noise level measurement techniques shall employ all practical means of reducing the effect of wind generated noise at the microphone. Ambient noise level measurements may be performed when wind velocities at the proposed project site are sufficient to allow Wind Turbine operation, provided that the wind velocity does not exceed thirty (30) mph at the ambient noise measurement location.

D. Any noise level falling between two whole decibels shall be the lower of the two.

E. Each WECS shall be setback from Site boundaries, measured from the center of the WECS, a minimum distance of:

1. 500 feet from the nearest Site boundary property line.
2. 500 feet from the nearest public road.
3. 1,200 feet from the nearest off-Site residence existing at the time of application, measured from the exterior of such residence.
4. One and a half times the Total Height of the WECS from any non-WECS structure or any above-ground utilities.



CHAUTAUQUA COUNTY – STATE OF NEW YORK
 SANDRA K. SOPAK COUNTY CLERK
 1 North Erie St, PO Box 170, Mayville, New York 14757

1082-521-001

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



RECEIPT NO. : 201306076296

Clerk: KS
 Instr #: DE2013001897
 Rec Date: 03/08/2013 10:54:05 AM
 Doc Grp: D
 Descrip: AMEND/DEEDS/TP
 Num Pgs: 10
 Rec'd Frm: STEWART TITLE INSURANCE CO

Party1: BAIocco PAUL M
 Party2: ARKWRIGHT SUMMIT WIND FARM LLC

Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Notations	0.50
TP584	5.00

Sub Total: 95.50

Transfer Tax
 Transfer Tax 0.00

Sub Total: 0.00

Total: 95.50

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

***** Transfer Tax *****
 Transfer Tax #: TT2013002849
 Transfer Tax
 Consideration: 0.00

Total: 0.00

Record and Return To:

STEWART TITLE INSURANCE CO
 825 THIRD AVE 30TH FLOOR
 NEW YORK, NEW YORK 10022

WARNING***

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra K. Sopak
 Chautauqua County Clerk

Prepared By:

General Counsel @ Arkwright Summit Wind Farm LLC
808 Travis, Suite 700, Houston, TX 77002

When recorded, mail to:

Suzanne Ng [TA#11-073] @ Title Associates
825 Third Avenue, 30th Fl, NY, NY 10022

AMENDED AND RESTATED MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Amended and Restated Memorandum"), is made and entered into as of January 28, 2013 (the "Effective Date"), between Paul M. Baiocco and Stephanie Baiocco (collectively and individually, the "Lessor") and Pickett Brook Wind Farm, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party."

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated February 10, 2007 (the "Lease"), as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated April 3, 2007, as evidenced by that certain Memorandum of Wind Energy Lease and Agreement dated February 10, 2007 and recorded on July 31, 2007 as Instrument No. DE 2007 004195, in Book 2631, Page 506 in the Official Public Records of Chautauqua County, New York (the "Original Memorandum") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

2631
506

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor desire to amend and restate the Original Memorandum as more particularly set forth below, in order to modify certain provisions of the Original Memorandum to be consistent with the terms of the Lease.

WHEREAS, Lessee and Lessor have executed and acknowledged this Amended and Restated Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee's rights thereunder.

add

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth in the Lease. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking and environmental, biological, cultural and other tests and studies including but not limited to geotechnical drilling and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b)

the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by law.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of a Project, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each

Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects (collectively and each, an "Access Easement"); and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (1) four (4) year period (each, an "Extended Term"). The Development Term and the Extended Term(s) are sometimes collectively referred to hereafter as the "Term."

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use

of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any improvements installed by Lessee on the Property, and Lessee may remove any or all improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Amended and Restated Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Amended and Restated Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Amended and Restated Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Amended and Restated Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Amended and Restated Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Amended and Restated Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Amended and Restated Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

10. Amendment and Restatement. This Amended and Restated Memorandum amends, restates and supersedes the Original Memorandum in its entirety and in all respects.

11. Priority. The Parties acknowledge that the Original Memorandum gave notice of the Lease with established priority as against other encumbrances against the Property, and the Parties intend that this Amended and Restated Memorandum shall not affect the priority of the Lease.


[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Memorandum as set forth below.

“LESSEE” Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: Katie Chapman
Name: Katie Chapman
Title: Project Manager

“LESSOR”


Paul M. Baiocco

Stephanie Baiocco
Stephanie Baiocco

**ACKNOWLEDGEMENT
FOR THE LESSEE**

STATE OF New York)
COUNTY OF Albany) ss:

On this 28th day of January, 2013, before me personally appeared Katie Chapman, to me known to me to be the authorized representative of Arkwright Summit Wind Farm LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

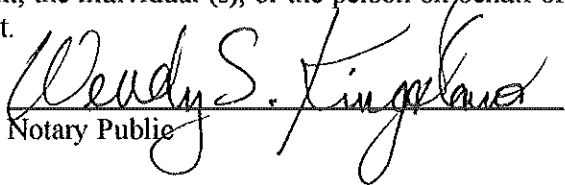
Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

**ACKNOWLEDGEMENTS
FOR THE LESSOR**

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

On this 25th day of January, 2013, before me personally appeared **Paul M. Baiocco and Stephanie Baiocco**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.



Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

add

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST

SYRACUSE NY 13202

BLASDELL
JOHN L
ARKWRIGHT WIND FARM LLC

Index DEED BOOK
Book 02675 Page 0815
No. Pages 0020
Instrument EASEMENT
Date : 4/21/2009
Time : 2:32:30
Control # 200904210232
INST# DE 2009 001791
TRTX# TT 2009 004236
Employee ID COOK

COUNTY	\$	126.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	145.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN \$.00
Transfer Tax \$.00

Sandra K. Sopak
County Clerk



19

AFTER RECORDING RETURN TO

STEWART TITLE INSURANCE CO.
DEY'S CENTENNIAL PLAZA, 8TH FLOOR
401 SOUTH SALINA STREET
SYRACUSE, NEW YORK 13202

(This space reserved for recording information)

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TRANSMISSION LINE EASEMENT

THIS TRANSMISSION LINE EASEMENT (the "Easement Agreement"), is effective this ~~10th~~ day of December, 2008 (the "Effective Date"), by and between John L. Blasdel and Mildred D. Blasdel, husband and wife, as tenants by the entirety with right of survivorship, their successors and assigns (the "Grantor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company, its successors and assigns ("Grantee"). Grantor and Grantee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

A. Grantor is the owner of a certain tract of real property located in Chautauqua County, New York and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Grantor desires to grant and convey to Grantee an exclusive perpetual easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property.

C. Grantee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Grantee, its respective successors, assigns and any subsequent purchaser of interest in Grantee may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

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IN CONSIDERATION of the foregoing and other good and valuable consideration and the consideration as stated in the Easement Side Letter, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant.** Grantor does hereby grant unto Grantee, its successors and assigns, in and to the following perpetual easements as easements appurtenant to the Wind Project Property and the Subsequent Wind Projects Property:

1.1 An exclusive easement (the "Transmission Easement") on, in, along, across and under that portion of the Property more particularly described on Exhibit B attached hereto (the "Easement Area"), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy at a voltage of no more than 115 kV per cable and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Grantee may construct from time to time, (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface, as easements appurtenant to the Wind Project Property and the Subsequent Wind Projects Property, (iii) the right to keep the Easement Area clear of all brush, trees, timber or other hazards which in Grantee's reasonable opinion would interfere with the Transmission Facilities or Grantee's exercise of its rights hereunder, (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property, and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Grantee deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Grantee, at its expense, will promptly restore that portion of the Property used by Grantee for such inspections, studies and surveys to as near as possible to its original condition prior to such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

1.2 Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Easement Area shall be deemed to be a strip of land one hundred fifty feet (150') wide, running seventy-five feet (75') on either side of a center line where possible as shown in Exhibit B-1. Grantor acknowledges that the general location of the Easement Area, as described in the Exhibits attached hereto, is based on preliminary mapping only and Grantor hereby agrees that the Transmission Easement hereby granted shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Grantor agrees to execute an amendment to this Easement Agreement evidencing the legal description of the Easement Area after completion of the Transmission Facilities, which shall be recorded in the Chautauqua County Clerk's Office at Grantee's expense. Neither the Transmission Easement nor any Transmission Facilities shall be located in that portion of the Easement Area denoted as the "Restricted Area" as shown in Exhibit C attached hereto.

1.3 Cross-arms of up to twenty (20) feet in length may overhang any part of the Easement Area and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below a plow depth of three (3) feet. The Easements include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Easements for the purposes permitted in this Easement Agreement.

1.4 An easement, right and entitlement (the “Effects Easement”) on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Easement Agreement, (ii) the Wind Project Property or (iii) the Subsequent Wind Projects Property or (b) facilities now or hereafter located on (i) the Property subject to this Easement Agreement, (ii) the Wind Project Property or (iii) the Subsequent Wind Projects Property. The Transmission Easement and Effects Easement are collectively referred to herein as the “Easements”.

1.5 Grantee shall have the right to terminate the Easements and this Easement Agreement at any time. The Easements and this Easement Agreement shall not be terminable by Grantor, or its successors or assigns, under any circumstances. Upon complete removal of the improvements comprising the Wind Project and the Subsequent Wind Projects, Grantee shall file a termination of this Easement Agreement in the public records within thirty (30) days after such termination. Within twelve (12) months after the expiration, surrender or termination of this Easement Agreement, Grantee shall remove from the Easement Area (or such part thereof, as applicable) any above ground Transmission Facilities owned, installed or constructed by Grantee thereon, except for roads and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. Nothing contained in this Section shall be construed as precluding Grantee, in its sole discretion, from taking any of the actions contemplated in this Section at any time during the term of this Easement Agreement.

2. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Area which would inhibit or impair any of Grantee’s rights or benefits as set forth in this Easement Agreement. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Grantee deems a threat or potential threat to Grantee’s Transmission Facilities or its rights hereunder. Grantor shall not grant or permit any person or persons claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion.

3. **Construction.** Grantee shall determine the type of surface any roadway, if any which Grantee, at its sole expense, may construct and utilize over the Property.

4. **Authority.** Grantor hereby represents and warrants to Grantee that it owns the Property in fee simple subject to no liens or encumbrances except for those approved by Grantee in its sole discretion subject to the terms conditions set forth in the Easement Side Letter prior to this Easement Agreement and is fully authorized and empowered to grant the rights and benefits granted to Grantee in this Easement Agreement.

5. **Assignment.** A Grantee shall also have the right without Grantor's consent to sell, convey, lease, transfer or assign all or any portion of the Easements, this Easement Agreement or the Transmission Facilities on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "Assignments"), to one or more persons or entities (collectively "Assignees"). Any member of a Grantee shall have the right without Grantor's consent to transfer any membership interest in a Grantee to one or more persons or entities and such Assignees shall be bound by the terms hereof.

6. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to the Easements and/or this Easement Agreement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees (including but not limited to those incurred at trial, on appeal and on petition for review).

7. **Right to Mortgage and Mortgagee Protection**

7.1 **Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement Agreement, the Easements, the Easement Area and the Transmission Facilities (collectively, the "Transmission Facilities Assets"), which said security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "Mortgages" and the holders of the Mortgages, their designees and assigns are referred to herein as "Mortgagees." Under no circumstances shall any Mortgagee have any greater rights of ownership or use of the Easement Area or the Easements than the rights granted to Grantee in this Easement Agreement. Grantee or Mortgagee will provide Grantor with the name and address of any Mortgagee.

7.2 **Grantor's Obligations.** Grantor agrees to consent in writing to financing documents as may reasonably be required by Mortgagees. As a precondition to exercising any remedies related to any alleged default by Grantee under this Easement Agreement, Grantor shall give written Notice of Default to each Mortgagee at the same time it delivers Notice of Default to Grantee, specifying in detail the alleged Event of Default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee, Mortgagees or Assignees located on the Easement Areas. The cure period for each Mortgagee shall begin to run at the end of the cure period given to Grantee in this Easement Agreement, but in no case shall the cure period for any Mortgagee be less than thirty (30) days after receipt of the Notice of Default. The Mortgagee shall have the absolute right, but not the obligation, to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such Event of Default. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Easement Area to complete such performance with all of the rights and privileges of Grantee hereunder. Any Mortgagee that does not directly hold an interest in the Transmission Facilities Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Easement Agreement prior to the time the Mortgagee directly holds an interest in the Transmission Facilities Assets, or succeeds to absolute title to Grantee's interest. A Mortgagee shall be liable to perform Grantee's obligations

under this Easement Agreement only for and during the period it directly holds such interest or absolute title. Further in the event that a Mortgagee elects to (a) perform Grantee's obligations under this Easement Agreement, (b) continue operations on the Easement Area, (c) acquire any portion of Grantee's right, title or interest in all or any of the Transmission Facilities Assets or (d) enter into a new easement agreement as provided in Section 8.3.4, then such Mortgagee shall not have any personal liability to Grantor in connection therewith, and Grantor's sole recourse in the Event of Default by such Mortgagee shall be to execute against such Mortgagee's interest in the Transmission Facilities Assets. Moreover, any Mortgagee or other party who acquires the Transmission Facilities Assets pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Easement Agreement to the extent the same are incurred or accrue after such Mortgagee or other party no longer has ownership of the Transmission Facilities Assets.

7.3 Mortgagee Protection. Any Mortgagee, upon delivery to Grantor of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Easement Agreement:

7.3.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (a) to assign its Mortgage; (b) to enforce its lien and acquire title to all or any portion of the Transmission Facilities Assets by any lawful means; (c) to take possession of and operate all or any portion of the Transmission Facilities Assets and to perform all obligations to be performed by Grantee under this Easement Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire all or any portion of the Transmission Facilities Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Grantor's consent to assign or transfer all or any portion of the Transmission Facilities Assets to a third party. Grantor's consent shall not be required for any of the foregoing, and upon acquisition of the interests of all or any portion of the Transmission Facilities Assets by a Mortgagee or any other third party who acquires the same from or on behalf of the Mortgagee, Grantor shall recognize the Mortgagee or such other party (as the case may be) as Grantee's proper successor, and this Easement Agreement and the Easements shall remain in full force and effect. Grantee or Mortgagee will provide Grantor with the name and address of Mortgagee.

7.3.2 Opportunity to Cure. Following acquisition of all or a portion of the Transmission Facilities Assets by the Mortgagee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Easement Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Transmission Facilities Assets shall diligently commence the cure of all defaults under this Easement Agreement and thereafter diligently process such cure to completion; provided, however, that the Mortgagee or party acquiring title to the Transmission Facilities Assets shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-Curable Defaults"). Non-Curable Defaults shall be deemed waived by Grantor upon completion of foreclosure proceedings or acquisition of Grantee's interest in the Transmission Facilities Assets by such party. If a Mortgagee is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Grantee from commencing or prosecuting the appropriate judicial or nonjudicial proceedings, then any cure period for commencing such proceedings shall be extended for the period of such prohibition.

7.3.3 Termination. Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Easement Agreement or the Easements as long as all payments and all

other monetary charges payable by Grantee under this Easement Agreement are paid by the Mortgagee in accordance with the terms of this Easement Agreement.

7.3.4 New Easement. In the event that this Easement Agreement (a) terminates because of Grantee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Mortgagee has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Grantor shall, immediately upon written request from such Mortgagee received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new easement agreement in favor of such Mortgagee, which new easement agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Easement Agreement (except for any requirements that have been fulfilled by Grantee prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance and continuing for the remaining term of this Easement Agreement before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain a grant of Easements, over, under, upon, along and across the Easement Areas or such portion thereof as to which such Mortgagee held a lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) enjoy the same priority as the Easement Agreement has over any lien, encumbrance or other interest created by Grantor, and, until such time as such new easement agreement is executed and delivered, the Mortgagee may enter, use and enjoy the Easements and the Easement Areas and conduct operations thereon as if this Easement Agreement were still in effect. At the option of the Mortgagee, the new easement agreement may be executed by a designee of such Mortgagee, with the Mortgagee assuming the burdens and obligations of Grantee thereunder. If more than one Mortgagee makes a written request for a new easement agreement pursuant hereto, then the same shall be delivered to the Mortgagee whose lien is senior in priority.

7.3.5 Mortgagee Consent. Notwithstanding any provision of this Easement Agreement to the contrary, (a) Grantor shall not agree to a modification or amendment of this Easement Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Mortgagee or impair or reduce the security for its lien and (b) Grantor shall not accept a surrender of the Easement Areas, the Easements or any part thereof or a termination of this Easement Agreement; in each such case without the prior written consent of each Mortgagee.

8. Default. If Grantee fails to perform its obligations hereunder (an "Event of Default"), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from Grantor stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "Notice of Default"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then Grantee shall not be in default if it commences such performance with such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

9. Condemnation. If all or any part of the Easement Area is taken by condemnation, or is purchased by any governmental body or agency having the power of condemnation, the Parties hereto shall be entitled to share in the condemnation award or purchase price on the basis of the value of their respective interests and rights therein and the use thereof as the Parties shall at that time agree.

10. **Taxes.** Grantor shall pay, when due, all real property taxes and assessments levied against the Property, including the Easement Area and the improvements located thereon, by a governmental body (collectively, "Taxes"). Grantee shall pay, when due, all real property taxes and assessments levied against the Transmission Facilities, whether assessed separately or not. If the Taxes are levied or assessed in the name of Grantor, Grantee agrees to reimburse Grantor within thirty (30) days for Grantee's proportionate share thereof, or to pay the same directly to the taxing authority, at Grantor's preference, upon written notice by Grantor to Grantee setting forth Grantee's proportionate share thereof. Grantee and/or Grantor may contest the legal validity or amount of any Taxes for which each is responsible under this Easement Agreement, and may institute such proceedings as they consider necessary. Grantee's duty to reimburse shall exist only with respect to Taxes accrued for tax years during the period this Easement Agreement remains in effect, regardless of when such Taxes are payable. Grantor shall promptly send to Grantee evidence that the Taxes have been paid by Grantor. To the extent available from the taxing authority, Grantee shall also be entitled to receive a copy of each tax bill from the taxing authority during the term of this Easement Agreement. In the event Grantor fails to pay the Taxes against the Property including the Easement Area, Grantee may take any and all lawful steps to protect its interests in the Easement Area and the Easements, including but not limited to, direct payments of its proportionate share of the Taxes to the taxing authority.

11. **Notice.** Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Grantor: John & Mildred Blasdell
9471 Brainard Rd.
Fredonia, New York 14063

With copy to: Charles Loveland, Esq.
11 Lake Avenue
Brockton, NY 14716

If to Grantee: Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

With copy to: Arkwright Summit Wind Farm, LLC
1 Park Place, Suite 227
Fredonia, NY 14063
Attn: Project Manager

If to any Mortgagee: To the address (es) indicated in the notice(s) to Grantor provided under Section 7 or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

12. **Waiver.** The waiver of any covenant, condition, or agreement contained herein shall not vitiate this Easement Agreement or any of the Easements, terms, covenants, conditions or provisions herein. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

13. **Entire Agreement.** This Easement Agreement constitutes the entire agreement between Grantor and Grantee and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of Grantor and Grantee and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, shall be deemed to have been merged herein and superseded hereby. This Easement Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Grantor and Grantee.

14. **Remedies.** If Grantee violates the terms or conditions of this Easement Agreement, Grantor shall be entitled to any remedy available under applicable law or equity, subject to the default provisions contained herein; provided, however, that no such default shall result in a termination of the Easements granted by this Easement Agreement. If Grantor violates the terms or conditions of this Easement Agreement, Grantee shall be entitled to any remedy available under applicable law or equity.

15. **Setback Waiver.** Grantor hereby waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County, City, Town or in any governmental entitlement or permit heretofore or hereafter issued to Grantee or an affiliate. Further, if so requested by Grantee or such affiliate, Grantor shall, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Grantee, the County, City or Town in connection therewith and (ii) return the same thereto within ten (10) days after such request.

16. **Grantor's Representation.** To the best of Grantor's knowledge, (a) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (b) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any law (each, a "Hazardous Material") has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other laws (each, an "Environmental Law") that govern the same or are applicable thereto and (c) there are no other substances, materials or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Grantor has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

17. **Improvements.** Any improvements ("Improvements") constructed or placed on the Property by Grantee, as permitted by this Easement Agreement, shall be owned and remain the sole property of Grantee. To the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to all Improvements or any part thereof and if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such

statutory or common law lien to any mortgage from time to time existing against such Improvements or any portion thereof.

18. **Overburdening.** Grantor hereby agree that (i) no use of or improvement to the Easement Area and (ii) no apportionment or granting of a subeasement or Assignment thereof shall, separately or in the aggregate, constitute an overburdening of the Easement Area and no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof.

19. **Binding Effect; Governing Law.** The Parties hereby agree that all of the covenants and agreements contained in this Easement Agreement touch and concern the real estate described in this Easement Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Easement Area, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Easement Area and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Grantee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Easement Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be as assignable and alienable easements in gross. The provisions hereof shall be governed by and construed in accordance with the laws of the State of New York.

20. **Severability and Parties Bound.** The enforceability, invalidity, or illegality of any provisions of this Easement Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Easement Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and the assigns of the respective Parties hereto.

21. **Construction of Agreement.** The rule of strict construction shall not apply to the Easements or to this Easement Agreement. This Easement Agreement shall be given a reasonable construction so that the intention of the Parties to create reasonably usable benefits and reasonably enforceable obligations is carried out.

22. **Cooperation.** Grantor shall fully support and cooperate with Grantee in its operations and the exercise of its rights hereunder and in carrying out and otherwise giving full force and effect to the purposes and intent of the Easement Agreement, including without limitation, Grantee's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with its respective operations, including but not limited to the widening and improving of public roads to a width of up to four rods, the width of which will vary depending on the topography, the width of the shoulder, buildings or other improvements, boulders, wetlands, roads, transmission facilities or lines, recreational areas, inhabited areas, leased lands (or other rights of third parties) or other obstacles or impediments and/or need (the "Road Widening") and Grantor shall, (a) without demanding additional consideration therefor, execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument (including any document or instrument intended to correct an error in the Easement Agreement to amend the legal description attached hereto) that is reasonably requested by Grantee in connection herewith or therewith, (b) execute a consent agreement and/or easement agreement regarding the Road Widening and any governmental

authority's efforts in the Road Widening for no consideration and (c) return the same (as executed) to Grantee within ten (10) days after Grantor's receipt thereof; provided, however, that Grantor shall not incur any expense in this regard and Grantee shall pay Grantor's reasonable attorney's fees and costs actually incurred to accomplish the objective of this Section.

23. **Estoppel Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Easement Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (i) amending this Easement Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Easement Agreement or to preserve a Mortgagee's security interest and (ii) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request any of Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Area.

24. **Mortgage Payments.** If the Property is subject to a mortgage as of the date of this Easement Agreement, Grantor agrees to pay all obligations secured by such mortgage. If Grantor fails to pay any of its obligations secured by a mortgage on the Property when due, Grantee may, at its option, pay the same and deduct the amount paid from any amount due Grantor hereunder. Grantor agrees to promptly provide Grantee with a copy of any default notices that Grantor receives from its lender. In addition, Grantor, at the request of Grantee, shall use reasonable efforts to obtain from any existing lender a subordination and/or non-disturbance agreement in form and substance reasonably acceptable to Grantee. In addition, Grantor expressly acknowledges and agrees that any statutory or common law lien rights in favor of Grantor or any mortgage granted by Grantor subsequent to the date of this Easement Agreement are expressly subordinate and inferior to Grantee's right, title and interest in this Easement Agreement and/or the Easements and to any liens and security interests granted by Grantee in favor of any Mortgagee who has provided financing for the Transmission Facilities on the Property. Grantor agrees to execute any further documentation which may be requested by Grantee or its Mortgagee to evidence such subordination.

25. **Further Acts and Assurances.** Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Easement Agreement.

26. **Counterparts.** This Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

27. **Drainage Tiles.** If Grantor desires to install drainage tiles within the Easement Area, Grantor shall first consult with Grantee and obtain Grantee's approval of the plans, specifications, exact depths and locations of the proposed tile as well as the tile contractor performing installation, repair and/or relocation of drainage tiles before construction. Grantor shall give Grantee at least five (5) days' notice as to when installation of any drainage tile will take place. Grantor shall coordinate work in these areas to permit Grantee's representative to be present at all times when tiling or excavation work is performed within these areas. Grantor shall notify Dig Safely New York prior to installation of any drainage tiles on the Easement Area. Grantor hereby indemnifies and holds Grantee harmless from and against any and all liability for injuries and claims resulting from Grantor's failure to comply with the requirements of this Section 26. If the installation of the

drainage tile damages the Easement Area, Grantor, at Grantor's expense, shall promptly repair the Easement Area to the condition it was in before installation of said drainage tile. Grantee shall have the right to remove any drainage tiles within and relocate said drainage tiles on the Easement Area at its sole cost and expense. Grantee will repair or caused to be repaired any drainage tiles damaged by its activities on the Easement Area and will pay crop damages as provided in the Easement Side Letter if any crops are flooded due to tiles broken by Grantee's activities.

28. **Exclusion of Consequential Damages.** In no event shall Grantor or Grantee or any of their respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for special, indirect, exemplary, punitive or consequential damages of any nature whatsoever connected with or resulting from the services rendered hereunder or from performance or non-performance of this Easement Agreement or any exhibit attached hereto, including without limitation damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability, contract, operation of law or otherwise.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as set forth below.

Grantor:



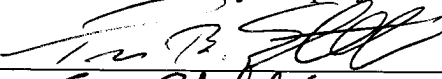
John L. Blasdell

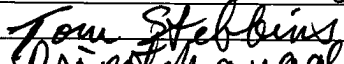
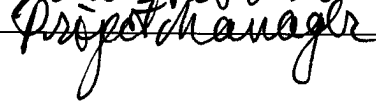



Mildred D. Blasdell

Grantee:

Arkwright Summit Wind Farm LLC,
a Delaware limited liability company

By: 

Name: 
Title: 


ACKNOWLEDGEMENTS

STATE OF New York)
) ss.
COUNTY OF Chautauqua)

On this 10th day of December, 2008, before me, the undersigned, personally appeared **John L. Blasdell** and **Mildred D. Blasdell**, husband and wife, personally known to me or proven 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 they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s),m or person upon behalf of which the individual(s) acted, executed the instrument.

Charles R. Loveland
Notary Public, State of _____

My commission expires on _____
CHARLES R. LOVELAND
Notary Public, State of New York
No: 02102410185
Qualified in Chautauqua County //
Commission Expires June 30, 20

STATE OF New York)
) ss.
COUNTY OF Albany)

On this 12th day of December, 2008, before me, the undersigned, personally appeared Tom Stelbuis, the authorized representative of **Arkwright Summit Wind Farm LLC**, a Delaware limited liability company, personally known to me or proven 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 they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s),m or person upon behalf of which the individual(s) acted, executed the instrument.

Wendy S. Kingland
Notary Public, State of New York

My commission expires on 11/13/2010.

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2010

EXHIBIT A

Legal Description of Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF POMFRET, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

All that certain tract of land situate in the Town of Pomfret, Chautauqua County, State of New York designated on the Town of Pomfret Tax Map Section No. **148.00** as Parcel No. **148.00-1-11** (old # 9-1-34.2), which said land is contained in a *Warranty Deed with Lien Covenant* given by Norman G. Hills to John L. Blasdell and Mildred D. Blasdell, dated June 29, 2001 and recorded on June 29, 2001 in the Chautauqua County Clerk's Office in Book 2470 of Deeds at page 629, to which reference is made for a more detailed description and incorporated herein.

EXHIBIT "A-1"

Map Generally Depicting the Property



BLASDELL JOHN L &
148-1-11

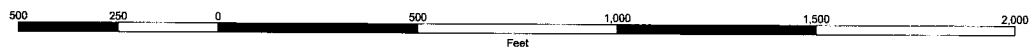


EXHIBIT B

Legal Description of Easement Area

A one hundred fifty (150) foot strip of land out of the following:

All that certain tract of land situate in the Town of Pomfret, Chautauqua County, State of New York designated on the Town of Pomfret Tax Map Section No. **148.00** as Parcel No. **148.00-1-11** (old # 9-1-34.2), which said land is contained in a *Warranty Deed with Lien Covenant* given by Norman G. Hills to John L. Blasdell and Mildred D. Blasdell, dated June 29, 2001 and recorded on June 29, 2001 in the Chautauqua County Clerk's Office in Book 2470 of Deeds at page 629, to which reference is made for a more detailed description and incorporated herein, and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

EXHIBIT B-1

Map of Easement Area

ATTACH MAP SHOWING THE EASEMENT AREA



Proposed Locations of
Access Roads, Turbines,
and Transmission Facilities
September 2008



CHA

John L. Blasdell
JMB

Mr. John L. Blasdell
Parcel 148.00-1-11

New Grange Wind Farm - Chautauque County, NY
Horizon Wind Energy



EXHIBIT R-1

Legend

- Turbine
- Access Road
- Proposed Access Rd (EOP)
- Proposed Access Rd (EOP)
- Parcel
- Downwind Collection System
- Upwind Collection System
- 200' Buffer

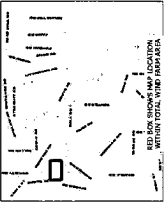


EXHIBIT C

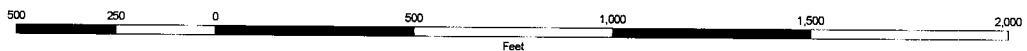
Map of Easement Area Denoting Restricted Area

ATTACH MAP SHOWING THE RESTRICTED AREA

EXHIBIT "C"

Map Generally Depicting the Restricted Area

BLASDELL JOHN L &
MURPHY
148-1441



Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST

SYRACUSE NY 13202

BUCKLEY
GREGORY J
NEW GRANGE WIND FARM LLC

Index DEED BOOK
Book 02656 Page 0808
No. Pages 0010
Instrument MEMO OF LEASE
Date : 7/17/2008
Time : 2:41:04
Control # 200807170212
INST# DE 2008 003583
TRTX# TT 2008 005149
Employee ID COOK

1082-521-82

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



0026560808



NOT RECORDED

AFTER RECORDED MAIL TO:

Stewart Title Insurance Co.
401 S. Salina Street, 8th Fl.
Syracuse, NY 13202

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of June 7th, 2008 (the "Effective Date"), by and between Gregory J. Buckley and Kevin R. Buckley, as tenants in common, each owning an undivided one-half interest (individually and collectively, the "Lessor") and New Grange Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated June 7th, 2008 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and

T/29727

subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by Law.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across

the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.


4.1. Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

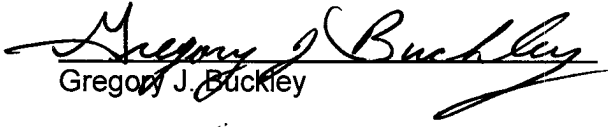
5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

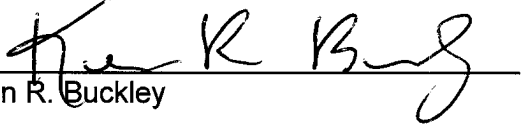
6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: New Grange Wind Farm LLC, a Delaware limited liability company

By: 
Name: Tom Stelbins
Title: Project Manager

LESSOR: 
Gregory J. Buckley


Kevin R. Buckley

ACKNOWLEDGEMENTS
FOR THE LESSEE

STATE OF New York)
COUNTY OF Albany) ss:

On this 13th day of June, 2008, before me personally appeared Tom Stebbins, to me known to me to be the authorized representative of New Grange Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

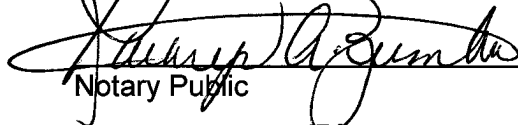
Wendy Kingland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2010

ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF New York)
) ss:
COUNTY OF CHAUTAUQUA)

On this 7 day of JUNE, 2008, before me personally appeared **Gregory J. Buckley**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.




Notary Public

KATHRYN A. ZIEMBA
Notary Public, State of New York
No. 01Z16100626
Qualified in Chautauqua County
Commission Expires October 20, 2011

STATE OF New York)
) ss:
COUNTY OF CHAUTAUQUA)

On this 7 day of JUNE, 2008, before me personally appeared **Kevin R. Buckley**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.



Notary Public

KATHRYN A. ZIEMBA
Notary Public, State of New York
No. 01Z16100626
Qualified in Chautauqua County
Commission Expires October 20, 2011

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Chautauqua County Tax Map Section No. **132.00** as Parcel No. **132.00-2-36** (old # 5-1-6.1), which said land is contained in a *Warranty Deed with Lien Covenant* given by Arlene M. Buckley, individually and as the surviving spouse of Roger H. Buckley, deceased to Gregory J. Buckley and Kevin R. Buckley, as tenants in common, each owning an undivided one-half interest, dated September 9, 1998 and recorded on September 14, 1998 in the Chautauqua County Clerk's Office in Book 2396 of Deeds, at page 362, to which reference is made for a more detailed description and incorporated herein.

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST
SYRACUSE NY 13202

Index DEED BOOK
Book 02656 Page 0747
No. Pages 0010
Instrument MEMO OF LEASE
Date : 7/17/2008
Time : 2:41:04
Control # 200807170204
INST# DE 2008 003578
TRTX# TT 2008 005144
Employee ID COOK

BUCKLEY
GREGORY J
NEW GRANGE WINDFARM LLC

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN \$.00
Transfer Tax \$.00

Sandra K. Sopak
County Clerk



REC'D - 06/10/08 10:00 AM

AFTER RECORDED MAIL TO:

Stewart Title Insurance Co.
401 S. Salina Street, 8th Fl.
Syracuse, NY 13202

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of June 7, 2008 (the "Effective Date"), by and between Gregory J. Buckley ("Lessor") and New Grange Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated June 7, 2008 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and

7/30242

subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"): 1
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2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"): 2

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by Law.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across

the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not

supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

ACKNOWLEDGEMENTS
FOR THE LESSEE

STATE OF New York)
COUNTY OF Albany) ss:

On this 13th day of June, 2008, before me personally appeared Tom Stebbins, to me known to me to be the Authorized Representative of New Grange Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

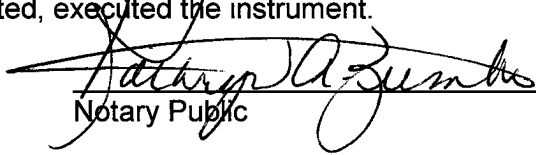
Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No 4974617
Qualified in Schenectady County 10
Commission Expires Nov. 13, 2010

ACKNOWLEDGEMENTS
FOR THE LESSOR

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

On this 7 day of JUNE, 2008, before me personally appeared **Gregory J. Buckley**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.


Notary Public

KATHRYN A. ZIEMBA
Notary Public, State of New York
No. 01ZI6100626
Qualified in Chautauqua County
Commission Expires October 20, 2011

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

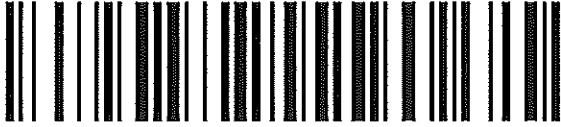
149.00-1-32



CHAUTAUQUA COUNTY – STATE OF NEW YORK
 SANDRA K. SOPAK COUNTY CLERK
 1 North Erie St, PO Box 170, Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



RECEIPT NO. : 201106043747

Clerk: KS
 Instr #: DE2011006289
 Rec Date: 11/29/2011 10:48:43 AM
 Doc Grp: D
 Descrip: EASEMENT
 Num Pgs: 18
 Rec'd Frm: WNY ABSTRACT-LINDA JOHNSON

Party1: CAIN ROBERT J
 Party2: ARKWRIGHT SUMMIT WIND FARM LLC
 Town: ARKWRIGHT

Recording:

Cover Page	5.00
Recording Fee	105.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 135.00

Transfer Tax 0.00

Sub Total: 0.00

Total: 135.00
 **** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax# : TT2012002008

Consideration: 0.00
 Transfer Tax: 0.00

Record and Return To:

BLUE TITLE SERVICES LLC
 30 W BROAD STREET
 ROCHESTER NY 14614

WARNING***

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.
 This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra K. Sopak
 Chautauqua County Clerk

Prepared By:
General Counsel @ Arkwright Summit Wind Farm LLC
808 Travis, Suite 700, Houston, TX 77002
When recorded, mail to:
Suzanne Ng [TA#11-073] @ Title Associates
825 Third Avenue, 30th Fl, NY, NY 10022

(This space reserved for recording information)

TRANSMISSION LINE EASEMENT

THIS TRANSMISSION LINE EASEMENT (the "Easement Agreement"), is effective this ___ day of October 3, 2011 (the "Effective Date"), by and between Robert J. Cain, his successors and assigns (the "Grantor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company, its successors and assigns ("Grantee"). Grantor and Grantee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

A. Grantor is the owner of a certain tract of real property located in Chautauqua County, New York and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Grantor desires to grant and convey to Grantee an exclusive perpetual easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property.

C. Grantee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Grantee, its respective successors, assigns and any subsequent purchaser of interest in Grantee may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

AGREEMENT

IN CONSIDERATION of the foregoing and other good and valuable consideration and the consideration as stated in the Transmission Line Easement Letter Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:



1. **Grant.** Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, in and to the following perpetual easements as easements appurtenant to the Wind Project Property and the Subsequent Wind Projects Property:

1.1 An exclusive easement (the "Transmission Easement") on, in, along, across and under that portion of the Property more particularly described on Exhibit B attached hereto (the "Easement Area"), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy at a voltage of no more than 115 kV per cable and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Grantee may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface, (iii) the right to keep the Easement Area clear of all brush, trees, timber or other hazards which in Grantee's reasonable opinion would interfere with the Transmission Facilities or Grantee's exercise of its rights hereunder, (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property, and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Grantee deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Grantee, at its expense, will promptly restore that portion of the Property used by Grantee for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

1.2 Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Easement Area shall be deemed to be a strip of land one hundred fifty feet (150') wide, running seventy-five feet (75') on either side of a center line where possible as shown in Exhibit B-1. Grantor acknowledges that the general location of the Easement Area, as described in the Exhibits attached hereto, is based on preliminary mapping only and Grantor hereby agrees that the Transmission Easement hereby granted shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Grantor agrees to execute an amendment to this Easement Agreement evidencing the legal description of the Easement Area after completion of the Transmission Facilities, which shall be recorded in the Chautauqua County Clerk's Office at Grantee's expense.

1.3 Cross-arms of up to twenty (20) feet in length may overhang any part of the Easement Area and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below plow depth. The Easements include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Easements for the purposes permitted in this Easement Agreement.

1.4 An easement, right and entitlement (the "Effects Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Easement Agreement, (ii) the Wind Project located on (i) the Property subject to this Easement Agreement, (ii) the Wind Project Property or (iii) the Subsequent Wind Projects Property or (b) facilities now or hereafter Property or (iii) the Subsequent Wind Projects Property. The Transmission Easement and Effects Easement are collectively referred to herein as the "Easements".

1.5 Grantee shall have the right to terminate the Easements and this Easement Agreement at any time. The Easements and this Easement Agreement shall not be terminable by Grantor, or its successors or assigns, under any circumstances. Upon complete removal of the improvements comprising the Wind Project and the Subsequent Wind Projects, Grantee shall file a termination of this Easement Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Easement Agreement, Grantee shall remove from the Easement Area (or such part thereof, as applicable) any above ground Transmission Facilities owned, installed or constructed by Grantee thereon, except for roads and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. Nothing contained in this Section shall be construed as precluding Grantee, in its sole discretion, from taking any of the actions contemplated in this Section at any time during the term of this Easement Agreement.

2. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Area which would inhibit or impair any of Grantee's rights or benefits as set forth in this Easement Agreement. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Grantee deems a threat or potential threat to Grantee's Transmission Facilities or its rights hereunder. Grantor shall not grant or permit any person or persons claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion.

3. **Construction.** Grantee shall determine the type of surface any roadway, if any which Grantee, at its sole expense, may construct and utilize over the Property.

4. **Authority.** Grantor hereby represents and warrants to Grantee that it owns the Property in fee simple subject to no liens or encumbrances except as approved by Grantee in its sole discretion prior to this Easement Agreement and is fully authorized and

empowered to grant the rights and benefits granted to Grantee in this Easement Agreement.

5. **Assignment.** A Grantee shall also have the right without Grantor's consent to sell, convey, lease, transfer or assign all or any portion of the Easements, this Easement Agreement or the Transmission Facilities on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "Assignments"), to one or more persons or entities (collectively "Assignees"). Any member of a Grantee shall have the right without Grantor's consent to transfer any membership interest in a Grantee to one or more persons or entities.

6. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to the Easements and/or this Easement Agreement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees (including but not limited to those incurred at trial, on appeal and on petition for review).

7. **Right to Mortgage and Mortgagee Protection**

7.1 **Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement Agreement, the Easements, the Easement Area and the Transmission Facilities (collectively, the "Transmission Facilities Assets"), which said security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "Mortgages" and the holders of the Mortgages, their designees and assigns are referred to herein as "Mortgagees." Under no circumstances shall any Mortgagee have any greater rights of ownership or use of the Easement Area or the Easements than the rights granted to Grantee in this Easement Agreement.

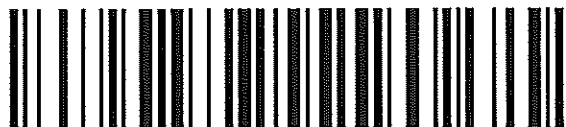
7.2 **Grantor's Obligations.** Grantor agrees to consent in writing to financing documents as may reasonably be required by Mortgagees. As a precondition to exercising any remedies related to any alleged default by Grantee under this Easement Agreement, Grantor shall give written Notice of Default to each Mortgagee at the same time it delivers Notice of Default to Grantee, specifying in detail the alleged Event of Default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee, Mortgagees or Assignees located on the Easement Areas. The cure period for each Mortgagee shall begin to run at the end of the cure period given to Grantee in this Easement Agreement, but in no case shall the cure period for any Mortgagee be less than thirty (30) days after receipt of the Notice of Default. The Grantee and perform the duties of Grantee hereunder for purposes of curing such Event of Default. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Easement Area to complete such performance with all of the rights and privileges of Grantee hereunder. Any Mortgagee that does not directly hold an interest in the Transmission Facilities Assets, or whose interest is held solely for security



CHAUTAUQUA COUNTY – STATE OF NEW YORK
 SANDRA K. SOPAK COUNTY CLERK
 1 North Erie St, PO Box 170, Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



Recording:

Cover Page	5.00
Recording Fee	105.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 135.00

Transfer Tax 0.00

Sub Total: 0.00

Total: 135.00

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

***** Transfer Tax *****

Transfer Tax# : TT2012002008

Consideration: 0.00

Transfer Tax: 0.00

RECEIPT NO. : 201106043747

Clerk: KS
 Instr #: DE2011006289
 Rec Date: 11/29/2011 10:48:43 AM
 Doc Grp: D
 Descrip: EASEMENT
 Num Pgs: 18
 Rec'd Frm: WNY ABSTRACT-LINDA JOHNSON

Party1: CAIN ROBERT J
 Party2: ARKWRIGHT SUMMIT WIND FARM LLC
 Town: ARKWRIGHT

Record and Return To:

BLUE TITLE SERVICES LLC
 30 W BROAD STREET
 ROCHESTER NY 14614

WARNING***

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra K. Sopak
 Chautauqua County Clerk

Prepared By:
General Counsel @ Arkwright Summit Wind Farm LLC
808 Travis, Suite 700, Houston, TX 77002
When recorded, mail to:
Suzanne Ng [TA#11-073] @ Title Associates
825 Third Avenue, 30th Fl, NY, NY 10022

(This space reserved for recording information)

TRANSMISSION LINE EASEMENT

THIS TRANSMISSION LINE EASEMENT (the "Easement Agreement"), is effective this ___ day of October 3, 2011 (the "Effective Date"), by and between Robert J. Cain, his successors and assigns (the "Grantor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company, its successors and assigns ("Grantee"). Grantor and Grantee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

A. Grantor is the owner of a certain tract of real property located in Chautauqua County, New York and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Grantor desires to grant and convey to Grantee an exclusive perpetual easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property.

C. Grantee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Grantee, its respective successors, assigns and any subsequent purchaser of interest in Grantee may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

AGREEMENT

IN CONSIDERATION of the foregoing and other good and valuable consideration and the consideration as stated in the Transmission Line Easement Letter Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:



1. **Grant.** Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, in and to the following perpetual easements as easements appurtenant to the Wind Project Property and the Subsequent Wind Projects Property:

1.1 An exclusive easement (the "Transmission Easement") on, in, along, across and under that portion of the Property more particularly described on Exhibit B attached hereto (the "Easement Area"), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy at a voltage of no more than 115 kV per cable and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Grantee may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface, (iii) the right to keep the Easement Area clear of all brush, trees, timber or other hazards which in Grantee's reasonable opinion would interfere with the Transmission Facilities or Grantee's exercise of its rights hereunder, (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property, and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Grantee deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Grantee, at its expense, will promptly restore that portion of the Property used by Grantee for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

1.2 Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Easement Area shall be deemed to be a strip of land one hundred fifty feet (150') wide, running seventy-five feet (75') on either side of a center line where possible as shown in Exhibit B-1. Grantor acknowledges that the general location of the Easement Area, as described in the Exhibits attached hereto, is based on preliminary mapping only and Grantor hereby agrees that the Transmission Easement hereby granted shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Grantor agrees to execute an amendment to this Easement Agreement evidencing the legal description of the Easement Area after completion of the Transmission Facilities, which shall be recorded in the Chautauqua County Clerk's Office at Grantee's expense.

1.3 Cross-arms of up to twenty (20) feet in length may overhang any part of the Easement Area and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below plow depth. The Easements include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Easements for the purposes permitted in this Easement Agreement.

1.4 An easement, right and entitlement (the "Effects Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Easement Agreement, (ii) the Wind Project Property or (iii) the Subsequent Wind Projects Property or (b) facilities now or hereafter located on (i) the Property subject to this Easement Agreement, (ii) the Wind Project Property or (iii) the Subsequent Wind Projects Property. The Transmission Easement and Effects Easement are collectively referred to herein as the "Easements".

1.5 Grantee shall have the right to terminate the Easements and this Easement Agreement at any time. The Easements and this Easement Agreement shall not be terminable by Grantor, or its successors or assigns, under any circumstances. Upon complete removal of the improvements comprising the Wind Project and the Subsequent Wind Projects, Grantee shall file a termination of this Easement Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Easement Agreement, Grantee shall remove from the Easement Area (or such part thereof, as applicable) any above ground Transmission Facilities owned, installed or constructed by Grantee thereon, except for roads and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. Nothing contained in this Section shall be construed as precluding Grantee, in its sole discretion, from taking any of the actions contemplated in this Section at any time during the term of this Easement Agreement.

2. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Area which would inhibit or impair any of Grantee's rights or benefits as set forth in this Easement Agreement. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Grantee deems a threat or potential threat to Grantee's Transmission Facilities or its rights hereunder. Grantor shall not grant or permit any person or persons claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion.

3. **Construction.** Grantee shall determine the type of surface any roadway, if any which Grantee, at its sole expense, may construct and utilize over the Property.

4. **Authority.** Grantor hereby represents and warrants to Grantee that it owns the Property in fee simple subject to no liens or encumbrances except as approved by Grantee in its sole discretion prior to this Easement Agreement and is fully authorized and

empowered to grant the rights and benefits granted to Grantee in this Easement Agreement.

5. **Assignment.** A Grantee shall also have the right without Grantor's consent to sell, convey, lease, transfer or assign all or any portion of the Easements, this Easement Agreement or the Transmission Facilities on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "Assignments"), to one or more persons or entities (collectively "Assignees"). Any member of a Grantee shall have the right without Grantor's consent to transfer any membership interest in a Grantee to one or more persons or entities.

6. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to the Easements and/or this Easement Agreement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees (including but not limited to those incurred at trial, on appeal and on petition for review).

7. **Right to Mortgage and Mortgagee Protection**

7.1 **Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement Agreement, the Easements, the Easement Area and the Transmission Facilities (collectively, the "Transmission Facilities Assets"), which said security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "Mortgages" and the holders of the Mortgages, their designees and assigns are referred to herein as "Mortgagees." Under no circumstances shall any Mortgagee have any greater rights of ownership or use of the Easement Area or the Easements than the rights granted to Grantee in this Easement Agreement.

7.2 **Grantor's Obligations.** Grantor agrees to consent in writing to financing documents as may reasonably be required by Mortgagees. As a precondition to exercising any remedies related to any alleged default by Grantee under this Easement Agreement, Grantor shall give written Notice of Default to each Mortgagee at the same time it delivers Notice of Default to Grantee, specifying in detail the alleged Event of Default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee, Mortgagees or Assignees located on the Easement Areas. The cure period for each Mortgagee shall begin to run at the end of the cure period given to Grantee in this Easement Agreement, but in no case shall the cure period for any Mortgagee be less than thirty (30) days after receipt of the Notice of Default. The Mortgagee shall have the absolute right, but not the obligation, to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such Event of Default. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Easement Area to complete such performance with all of the rights and privileges of Grantee hereunder. Any Mortgagee that does not directly hold an interest in the Transmission Facilities Assets, or whose interest is held solely for security

purposes, shall have no obligation or liability under this Easement Agreement prior to the time the Mortgagee directly holds an interest in the Transmission Facilities Assets, or succeeds to absolute title to Grantee's interest. A Mortgagee shall be liable to perform Grantee's obligations under this Easement Agreement only for and during the period it directly holds such interest or absolute title. Further in the event that a Mortgagee elects to (a) perform Grantee's obligations under this Easement Agreement, (b) continue operations on the Easement Area, (c) acquire any portion of Grantee's right, title or interest in all or any of the Transmission Facilities Assets or (d) enter into a new easement agreement as provided in Section 8.3.4, then such Mortgagee shall not have any personal liability to Grantor in connection therewith, and Grantor's sole recourse in the Event of Default by such Mortgagee shall be to execute against such Mortgagee's interest in the Transmission Facilities Assets. Moreover, any Mortgagee or other party who acquires the Transmission Facilities Assets pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Easement Agreement to the extent the same are incurred or accrue after such Mortgagee or other party no longer has ownership of the Transmission Facilities Assets.

7.3 Mortgagee Protection. Any Mortgagee, upon delivery to Grantor of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Easement Agreement:

7.3.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (a) to assign its Mortgage; (b) to enforce its lien and acquire title to all or any portion of the Transmission Facilities Assets by any lawful means; (c) to take possession of and operate all or any portion of the Transmission Facilities Assets and to perform all obligations to be performed by Grantee under this Easement Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire all or any portion of the Transmission Facilities Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Grantor's consent to assign or transfer all or any portion of the Transmission Facilities Assets to a third party. Grantor's consent shall not be required for any of the foregoing, and upon acquisition of the interests of all or any portion of the Transmission Facilities Assets by a Mortgagee or any other third party who acquires the same from or on behalf of the Mortgagee, Grantor shall recognize the Mortgagee or such other party (as the case may be) as Grantee's proper successor, and this Easement Agreement and the Easements shall remain in full force and effect.

7.3.2 Opportunity to Cure. Following acquisition of all or a portion of the Transmission Facilities Assets by the Mortgagee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Easement Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Transmission Facilities Assets shall, as promptly as reasonably possible, commence the cure of all defaults under this Easement Agreement and thereafter diligently process such cure to completion; provided, however, that the Mortgagee or party acquiring title to the Transmission Facilities Assets shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-Curable Defaults"). Non-Curable Defaults shall be deemed waived by Grantor upon completion of foreclosure proceedings or acquisition of Grantee's interest in the Transmission Facilities Assets by such party. If a Mortgagee is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction

over any bankruptcy or insolvency proceeding involving Grantee from commencing or prosecuting the appropriate judicial or nonjudicial proceedings, then any cure period for commencing such proceedings shall be extended for the period of such prohibition.

7.3.3 Termination. Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Easement Agreement or the Easements as long as all payments and all other monetary charges payable by Grantee under this Easement Agreement are paid by the Mortgagee in accordance with the terms of this Easement Agreement.

7.3.4 New Easement. In the event that this Easement Agreement (a) terminates because of Grantee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Mortgagee has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Grantor shall, immediately upon written request from such Mortgagee received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new easement agreement in favor of such Mortgagee, which new easement agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Easement Agreement (except for any requirements that have been fulfilled by Grantee prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance and continuing for the remaining term of this Easement Agreement before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain a grant of Easements, over, under, upon, along and across the Easement Areas or such portion thereof as to which such Mortgagee held a lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) enjoy the same priority as the Easement Agreement has over any lien, encumbrance or other interest created by Grantor, and, until such time as such new easement agreement is executed and delivered, the Mortgagee may enter, use and enjoy the Easements and the Easement Areas and conduct operations thereon as if this Easement Agreement were still in effect. At the option of the Mortgagee, the new easement agreement may be executed by a designee of such Mortgagee, with the Mortgagee assuming the burdens and obligations of Grantee thereunder. If more than one Mortgagee makes a written request for a new easement agreement pursuant hereto, then the same shall be delivered to the Mortgagee whose lien is senior in priority.

7.3.5 Mortgagee Consent. Notwithstanding any provision of this Easement Agreement to the contrary, (a) Grantor shall not agree to a modification or amendment of this Easement Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Mortgagee or impair or reduce the security for its lien and (b) Grantor shall not accept a surrender of the Easement Areas, the Easements or any part thereof or a termination of this Easement Agreement; in each such case without the prior written consent of each Mortgagee.

8. Default. If Grantee fails to perform its obligations hereunder (an "Event of Default"), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from Grantor stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "Notice of Default"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable

diligence, for performance of such obligations(s), then Grantee shall not be in default if it commences such performance with such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

9. **Condemnation.** If all or any part of the Easement Area is taken by condemnation, or is purchased by any governmental body or agency having the power of condemnation, the Parties hereto shall be entitled to share in the condemnation award or purchase price on the basis of the value of their respective interests and rights therein and the use thereof as the Parties shall at that time agree.

10. **Taxes.** Grantor shall pay, when due, all real property taxes and assessments levied against the Property, including the Easement Area and the improvements located thereon, by a governmental body (collectively, "Taxes"). Grantee shall pay, when due, all real property taxes and assessments levied against the Transmission Facilities, whether assessed separately or not. If the Taxes are levied or assessed in the name of Grantor, Grantee agrees to promptly reimburse Grantor for Grantee's proportionate share thereof, or to pay the same directly to the taxing authority, at Grantor's preference, upon written notice by Grantor to Grantee setting forth Grantee's proportionate share thereof. Grantee and/or Grantor may contest the legal validity or amount of any Taxes for which each is responsible under this Easement Agreement, and may institute such proceedings as they consider necessary. Grantee's duty to reimburse shall exist only with respect to Taxes accrued for tax years during the period this Easement Agreement remains in effect, regardless of when such Taxes are payable. Grantor shall promptly send to Grantee evidence that the Taxes have been paid by Grantor. To the extent available from the taxing authority, Grantee shall also be entitled to receive a copy of each tax bill from the taxing authority during the term of this Easement Agreement. In the event Grantor fails to pay the Taxes against the Property including the Easement Area, Grantee may take any and all lawful steps to protect its interests in the Easement Area and the Easements, including but not limited to, direct payments of its proportionate share of the Taxes to the taxing authority.

11. **Notices.** Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Grantor: Robert J. Cain
2578 Main Road
Silver Creek, NY 14136

If to Grantee: Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

With copy to: Arkwright Summit Wind Farm, LLC
c/o EDP Renewables North America LLC
52 James Street
Albany, New York 12207
Attn: Project Manager

If to any Mortgagee: To the address (es) indicated in the notice(s) to Grantor provided under Section 7 or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

12. **Waiver.** The waiver of any covenant, condition, or agreement contained herein shall not vitiate this Easement Agreement or any of the Easements, terms, covenants, conditions or provisions herein. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

13. **Entire Agreement.** This Easement Agreement constitutes the entire agreement between Grantor and Grantee and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of Grantor and Grantee and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, shall be deemed to have been merged herein and superseded hereby. This Easement Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Grantor and Grantee.

14. **Remedies.** If Grantee violates the terms or conditions of this Easement Agreement, Grantor shall be entitled to any remedy available under applicable law or equity, subject to the default provisions contained herein; provided, however, that no such default shall result in a termination of the Easements granted by this Easement Agreement. If Grantor violates the terms or conditions of this Easement Agreement, Grantee shall be entitled to any remedy available under applicable law or equity.

15. **Setback Waiver.** Grantor hereby waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County, City, Town or in any governmental entitlement or permit heretofore or hereafter issued to Grantee or an affiliate. Further, if so requested by Grantee or such affiliate, Grantor shall, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Grantee, the County, City or Town in connection therewith and (ii) return the same thereto within ten (10) days after such request.

16. **Grantor's Representation.** To the best of Grantor's knowledge, (a) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (b) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any law (each, a "Hazardous Material") has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion

thereof other than as permitted by all health, safety and other laws (each, an "Environmental Law") that govern the same or are applicable thereto and (c) there are no other substances, materials or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Grantor has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

17. **Improvements.** Any improvements ("Improvements") constructed or placed on the Property by Grantee, as permitted by this Easement Agreement, shall be owned and remain the sole property of Grantee. To the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to all Improvements or any part thereof and if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such statutory or common law lien to any mortgage from time to time existing against such Improvements or any portion thereof.

18. **Overburdening.** Grantor hereby agree that (i) no use of or improvement to the Easement Area and (ii) no apportionment or granting of a subeasement or Assignment thereof shall, separately or in the aggregate, constitute an overburdening of the Easement Area and no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof.

19. **Binding Effect; Governing Law.** The Parties hereby agree that all of the covenants and agreements contained in this Easement Agreement touch and concern the real estate described in this Easement Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Easement Area, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Easement Area and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Grantee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Easement Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be as assignable and alienable easements in gross. The provisions hereof shall be governed by and construed in accordance with the laws of the State of New York.

20. **Severability and Parties Bound.** The enforceability, invalidity, or illegality of any provisions of this Easement Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Easement Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and the assigns of the respective Parties hereto.

21. **Construction of Agreement.** The rule of strict construction shall not apply to the Easements or to this Easement Agreement. This Easement Agreement shall be given a reasonable construction so that the intention of the Parties to create reasonably usable benefits and reasonably enforceable obligations is carried out.

22. **Cooperation.** Grantor shall fully support and cooperate with Grantee in its operations and the exercise of its rights hereunder and in carrying out and otherwise giving full force and effect to the purposes and intent of the Easement Agreement, including without limitation, Grantee's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with its respective operations, including but not limited to the widening and improving of public roads to a width of up to four rods, the width of which will vary depending on the topography, the width of the shoulder, buildings or other improvements, boulders, wetlands, roads, transmission facilities or lines, recreational areas, inhabited areas, leased lands (or other rights of third parties) or other obstacles or impediments and/or need (the "Road Widening") and Grantor shall, (a) without demanding additional consideration therefor, execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument (including any document or instrument intended to correct an error in the Easement Agreement to amend the legal description attached hereto) that is reasonably requested by Grantee in connection herewith or therewith, (b) execute a consent agreement and/or easement agreement regarding the Road Widening and any governmental authority's efforts in the Road Widening for no consideration and (c) return the same (as executed) to Grantee within ten (10) days after Grantor's receipt thereof; provided, however, that Grantor shall not incur any expense in this regard.

23. **Estoppel Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Easement Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (i) amending this Easement Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Easement Agreement or to preserve a Mortgagee's security interest and (ii) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request any of Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Area.

24. **Mortgage Payments.** If the Property is subject to a mortgage as of the date of this Easement Agreement, Grantor agrees to pay all obligations secured by such mortgage. If Grantor fails to pay any of its obligations secured by a mortgage on the Property when due, Grantee may, at its option, pay the same and deduct the amount paid from any amount due Grantor hereunder. Grantor agrees to promptly provide Grantee with a copy of any default notices that Grantor receives from its lender. In addition, Grantor, at the request of Grantee, shall use reasonable efforts to obtain from any existing lender a subordination and/or non-disturbance agreement in form and substance reasonably acceptable to Grantee. In addition, Grantor expressly acknowledges and agrees that any statutory or common law lien rights in favor of Grantor or any mortgage granted by Grantor subsequent to the date of this Easement Agreement are expressly subordinate and inferior to Grantee's right, title and interest in this Easement Agreement and/or the Easements and to any liens and security interests granted by Grantee in favor of any Mortgagee who has provided financing for the Transmission Facilities on the Property. Grantor agrees to execute any further documentation which may be requested by Grantee or its Mortgagee to evidence such subordination.

25. **Further Acts and Assurances.** Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Easement Agreement.

26. **Counterparts.** This Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

27. **Drainage Tiles.** If Grantor desires to install drainage tiles within the Easement Area, Grantor shall first consult with Grantee and obtain Grantee's approval of the plans, specifications, exact depths and locations of the proposed tile as well as the tile contractor performing installation, repair and/or relocation of drainage tiles the before construction. Grantor shall give Grantee at least five (5) days' notice as to when installation of any drainage tile will take place. Grantor shall coordinate work in these areas to permit Grantee's representative to be present at all times when tiling or excavation work is performed within these areas. Grantor shall notify Dig Safely New York prior to installation of any drainage tiles on the Easement Area. Grantor hereby indemnifies and holds Grantee harmless from and against any and all liability for injuries and claims resulting from Grantor's failure to comply with the requirements of this Section 26. If the installation of the drainage tile damages the Easement Area, Grantor, at Grantor's expense, shall promptly repair the Easement Area to the condition it was in before installation of said drainage tile. Grantee shall have the right to remove any drainage tiles within and relocate said drainage tiles on the Easement Area at its sole cost and expense. Grantee will repair or caused to be repaired any drainage tiles damaged by its activities on the Easement Area and will pay crop damages as provided in the Easement Side Letter if any crops are flooded due to tiles broken by Grantee's activities.

28. **Exclusion of Consequential Damages.** In no event shall Grantor or Grantee or any of their respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for special, indirect, exemplary, punitive or consequential damages of any nature whatsoever connected with or resulting from the services rendered hereunder or from performance or non-performance of this Easement Agreement or any exhibit attached hereto, including without limitation damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability, contract, operation of law or otherwise.

29. **Indemnity.** Grantee shall defend, indemnify, and hold Grantor harmless from and against any and all damages, loss, liability and claims of liability, for damage to property of whatsoever kind or character, or for injury or death to persons, caused by the actions or omissions of Grantee, its agents, contractors, employees, guests, licensees, and permittees on or about the Property, or arising from Grantee's exercise of its rights under this Easement Agreement, provided such liability or loss is not due to the negligence or willful misconduct of Grantor.

30. **Insurance.** Grantee shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance protecting the Grantor against loss or liability caused by Grantee's occupation and use of, and activities on, the Property, in an amount not less than One Million Dollars (\$1,000,000.00) of combined single limit coverage per occurrence, accident or incident, which said amount may be satisfied by

any combination of primary and excess policies. Grantee shall promptly deliver annually a certificate of such insurance to Grantor.

31. **New York Code of Conduct.** Grantor shall immediately notify Grantee if Grantor should become a Municipal Officer or a Relative of a Municipal Officer, or otherwise act on behalf of a Municipal Officer as such terms are defined in the Code of Conduct Agreement effective as of August 19, 2009 by and between the State of New York and Horizon Wind Energy LLC, a Delaware limited liability company.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as set forth below.

Grantor:

Robert J. Cain
Robert J. Cain

Grantee:

Arkwright Summit Wind Farm LLC,
a Delaware limited liability company

By: [Signature] Daniel Fitzgerald
Name: _____
Title: _____
Project Manager

[Handwritten initials]

ACKNOWLEDGEMENTS

STATE OF New York)
) ss.
COUNTY OF Albany)

On this 30th day of September, 2011, before me, the undersigned, a notary public in and for said State, personally appeared **Robert J. Cain**, 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 on behalf of which the individual(s) acted, executed the instrument.

Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

STATE OF New York)
) ss.
COUNTY OF Albany)

On this 30rd day of October, 2011, before me, the undersigned, a notary public in and for said State, personally appeared Daniel J. Generali, authorized representative, 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 on behalf of which the individual(s) acted, executed the instrument.

Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

RC

EXHIBIT A

Legal Description of Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

EXHIBIT B

Legal Description of Easement Area

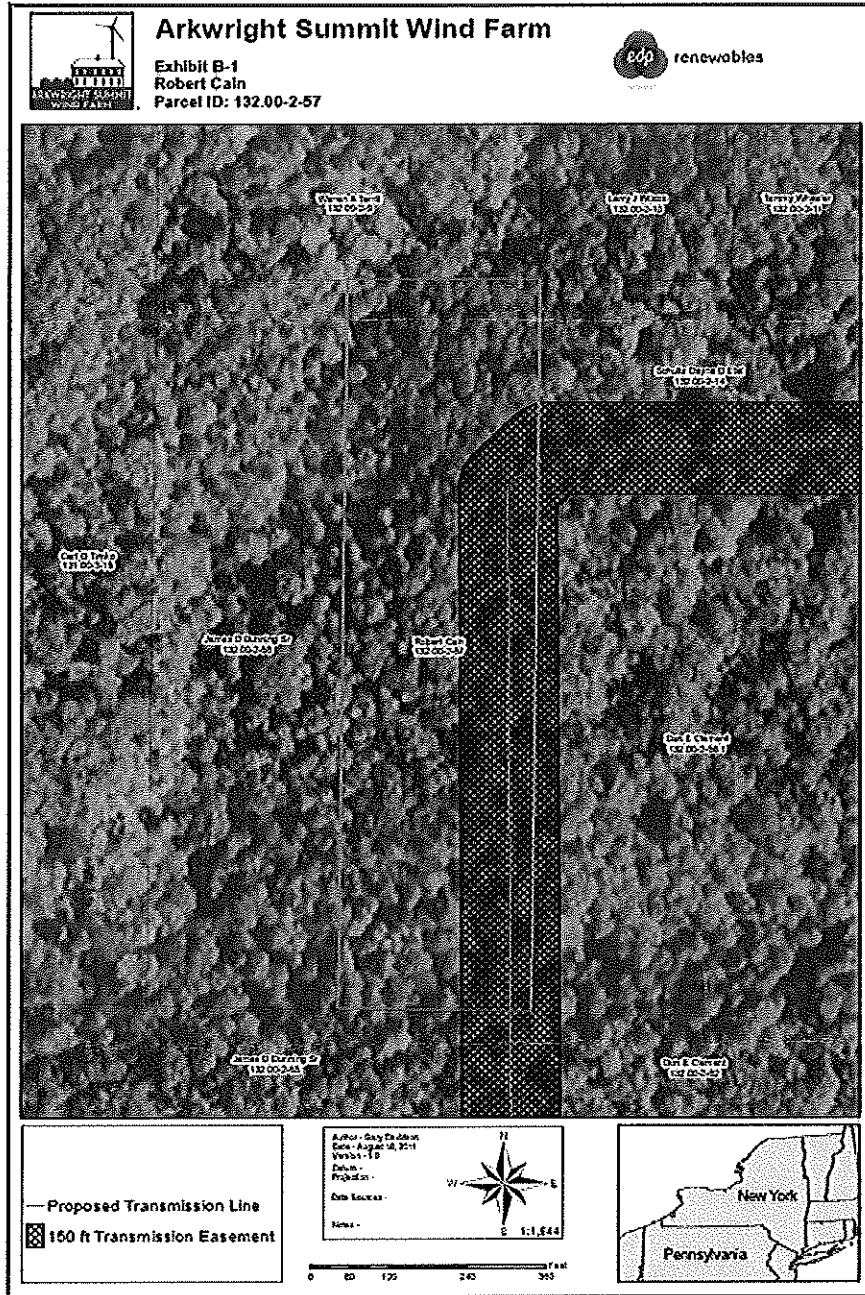
A one hundred fifty (150) foot strip of land out of the following:

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

RC

EXHIBIT B-1

Map of Easement Area



RC

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

CANNON
CHRISTOPHER C
PICKETT BROOK WIND FARM LLC

Index DEED BOOK
Book 02631 Page 0386
No. Pages 0010
Instrument LEASE
Date : 7/31/2007
Time : 4:08:04
Control # 200707310246
INST# DE 2007 004183
TRTX# TT 2007 005994
Employee ID COOK

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN \$.00
Transfer Tax \$.00

Sandra K. Sopak
County Clerk



X

AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of May 25th, 2007 (the "Effective Date"), between Christopher C. Cannon ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated May 25th, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4 Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5 Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such

Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

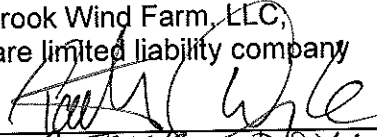
9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

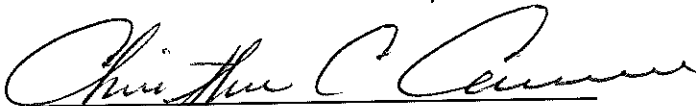
IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE:

Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: 
Name: PATRICK DOYLE
Title: Authorized Representative

LESSOR:

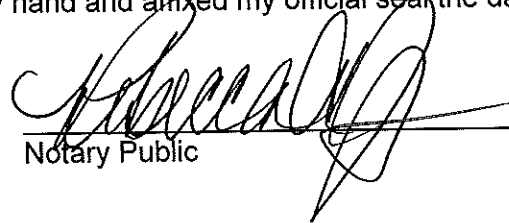

Christopher C. Cannon

ACKNOWLEDGEMENTS
FOR THE LESSEE

STATE OF ~~TEXAS~~ New York) ss:
COUNTY OF ~~HARRIS~~)
Chautauqua

On this 25th day of May, 2007, before me personally appeared Patrick Doyle, to me known to me to be the authorized representative of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



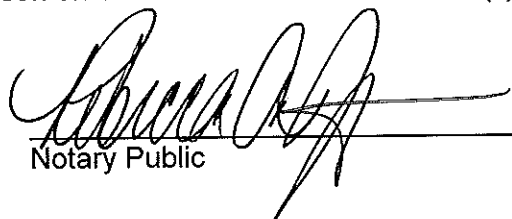
Notary Public

REBECCA A JORDISON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01J06160606
Qualified in Chautauqua County
Commission Expires Feb. 12, 2011

ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF New York)
) ss:
COUNTY OF Chautauqua)

On this 25th day of May, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Christopher C. Cannon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.


Notary Public

REBECCA A JORDISON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01J06160606
Qualified in Chautauqua County
Commission Expires Feb. 12, 2011

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

ASSIGNMENT OF WIND ENERGY LEASE AND AGREEMENT

This ASSIGNMENT OF WIND ENERGY LEASE AND AGREEMENT (this "Assignment"), dated 24 March, 2015 (the "Effective Date"), by and between Samuel R. Conti, a/k/a Sam Conti, Sr., a/k/a Samuel R. Conti, Sr., and Patricia A. Conti ("Assignor"), and Samuel R. Conti, a/k/a Sam Conti, Sr., a/k/a Samuel R. Conti, Sr., and Patricia A. Conti, Russell A. Conti and Kimberly A. Conti, Samuel R. Conti, Jr., Alexander L. Conti, Russell A. Conti and Cynthia R. Page (collectively, "Assignee").

RECITALS

WHEREAS, Assignor and New Grange Wind Farm LLC, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, are parties to that certain Wind Energy Lease and Agreement dated July 16, 2008, a Memorandum of which was recorded on August 7, 2008 under Instrument No. DE 2008 004052, in Book 2658 of Deeds, Page 502 in the Chautauqua County Clerk's Office, Chautauqua County, New York ("Official Records"), as amended by that certain First Amendment to Wind Energy Lease and Agreement and First Amendment to Memorandum of Wind Energy Lease and Agreement dated as of January 28, 2009 and recorded on April 21, 2009 under Instrument No. DE 2009 001798, in Book 2675 of Deeds, Page 890 in the Official Records, being further amended by that certain Second Amendment to Wind Energy Lease and Agreement and Second Amendment to Memorandum of Wind Energy Lease and Agreement dated as of January 3, 2011 and recorded on March 17, 2011 under Instrument No. DE 2011 001035, in Book 2716 of Deeds, Page 501 in the Official Records (collectively, the "Lease Agreement") and affects the Property, more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Assignor conveyed all of their right, title and interest in and to a portion of the Property to Russell A. Conti and Kimberly A. Conti, husband and wife, as tenants by the entirety by that certain *Warranty Deed with Lien Covenant* dated January 7, 2011 and recorded on March 28, 2011 as Instrument No. DE 2011 001264, in Book 2717, Page 220, in the Official Records; and

WHEREAS, Assignor conveyed all of their right, title and interest in and to a portion of the Property to Samuel R. Conti, Jr., Alexander L. Conti and Russell A. Conti, as tenants in common, by that certain *Warranty Deed with Lien Covenant* dated March 14, 2011 and recorded on March 28, 2011 as Instrument No. DE 2011 001263, in Book 2717, Page 213, in the Official Records and Assignor retained a life estate interest in that portion of the Property; and

WHEREAS, Assignor conveyed all of their right, title and interest in and to a portion of the Property to Cynthia R. Page by that certain *Warranty Deed with Lien Covenant* dated March 14, 2011 and recorded on March 28, 2011 as Instrument No. DE 2011 001262, in Book 2717, Page 210, in the Official Records and Assignor retained a life estate interest in and to that portion of the Property; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Lease Agreement and Assignee is willing to accept and assume all liabilities and obligations of Assignor pursuant to the Lease Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, transfers, conveys and assigns unto Assignee all of Assignor's right, title and interest in and to the Lease Agreement and all of the rights, benefits and privileges of Assignor thereunder, and Assignee hereby assumes all duties, obligations and liabilities of Assignor under the Lease Agreement but only to the extent that the same relate to any event or period of time on or after the date hereof.

The parties acknowledge hereunder that all payments due under Section 3 of the Lease Agreement shall be paid as follows, for so long as Samuel R. Conti, a/k/a Sam Conti, Sr., a/k/a Samuel R. Conti, Sr., and Patricia A. Conti are alive and the parties own their respective interests in the Property. If at any time during the Term, a Party transfers its interest in the Property, the transferring Party shall notify Wind Company in writing within ten (10) days of such transfer and include with such notice a recorded copy of the deed and the transferred Party's name and address. The Taxpayer Identification Number for each Assignee will be used for W-9 and 1099 reporting purposes unless the persons stated in the first paragraph of this Lease Agreement are husband and wife then in such event, the Taxpayer Identification Number of the first person stated in the first paragraph of this Lease will be used for W-9 and 1099 reporting purposes:

For so long as Samuel R. Conti, a/k/a Sam Conti, Sr., a/k/a Samuel R. Conti, Sr., and Patricia A. Conti are alive:

4.7% of the payment will be paid to:

Russell A. Conti and Kimberly A. Conti
3622 Route 83
Fredonia, New York 14063

95.3% of the payment will be paid to:

Samuel R. Conti, Sr. and Patricia A. Conti
3692 Route 83
Fredonia, New York 14063

The terms and provisions of this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Each party hereto shall, from time to time, execute such other documents and agreements, and provide such certificates, as the other party may reasonably request to carry out and fulfill the transactions, and permit the exercise of such rights and obligations, as are contemplated hereunder. This Assignment shall be construed and enforced in accordance with the internal laws of the State of New York and any applicable laws of the United States of America.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTED effective as of the date first written above.

ASSIGNOR:

Samuel R. Conti Sr.
Samuel R. Conti, a/k/a Sam Conti, Sr., a/k/a Samuel R. Conti, Sr.

Patricia A. Conti
Patricia A. Conti

ASSIGNEE:

Samuel R. Conti Sr.
Samuel R. Conti, a/k/a Sam Conti, Sr., a/k/a Samuel R. Conti, Sr.

Patricia A. Conti
Patricia A. Conti

Russell A. Conti
Russell A. Conti

Kimberly A. Conti
Kimberly A. Conti

Samuel R. Conti Jr.
Samuel R. Conti, Jr.

Alexander L. Conti
Alexander L. Conti

Cynthia R. Page
Cynthia R. Page

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF Chautauque) ss:

On this 24th day of March, 2015, before me personally appeared **Samuel R. Conti, a/k/a Sam Conti, Sr., a/k/a Samuel R. Conti, Sr. and Patricia A. Conti**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Nancy M. Narraway
Notary Public

Nancy M. Narraway
NOTARY PUBLIC
STATE OF NEW YORK
No. 01NA5070084
Qualified in Chautauque County
Commission Expires 12/09/18

STATE OF NEW YORK)
COUNTY OF Chautauque) ss:

On this 24th day of March, 2015, before me personally appeared **Russell A. Conti and Kimberly A. Conti**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Nancy M. Narraway
Notary Public

Nancy M. Narraway
NOTARY PUBLIC
STATE OF NEW YORK
No. 01NA5070084
Qualified in Chautauque County
Commission Expires 12/09/18

add

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

On this 24th day of March, 2015, before me personally appeared **Samuel R. Conti, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Nancy M. Narraway
Notary Public
Nancy M. Narraway
NOTARY PUBLIC
STATE OF NEW YORK
No. 01NA5070084
Qualified in Chautauque County
Commission Expires 12/09/18

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

On this 24th day of March, 2015, before me personally appeared **Alexander L. Conti**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Nancy M. Narraway
Notary Public
Nancy M. Narraway
NOTARY PUBLIC
STATE OF NEW YORK
No. 01NA5070084
Qualified in Chautauque County
Commission Expires 12/09/18

add

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

On this 24th day of March, 2015, before me personally appeared **Cynthia R. Page**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Nancy M. Naraway
Notary Public

Nancy M. Naraway
NOTARY PUBLIC
STATE OF NEW YORK
No. 01NA5070084
Qualified in Chautauqua County
Commission Expires 12/09/18

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTIES LOCATED IN TOWN OF ARKWRIGHT AND TOWN OF POMFRET, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

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

1082-521-086

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST
SYRACUSE NY 13202

CONTI
SAMUEL R, SR
NEW GRANGE WIND FARM LLC

Index DEED BOOK
Book 02658 Page 0502
No. Pages 0010
Instrument MEMO OF LEASE
Date : 8/07/2008
Time : 2:45:30
Control # 200808070167
INST# DE 2008 004052
TRTX# TT 2009 000119
Employee ID SWEENEY

COUNTY \$ 41.00
\$.00
SED/CEA \$ 19.00
\$.00
TRANS TAX \$.00
\$.00
\$.00
\$.00
\$.00
\$.00
Total: \$ 60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN \$.00
Transfer Tax \$.00

Sandra K. Sopak
County Clerk



9

AFTER RECORDED MAIL TO:

Stewart Title Insurance Co.
401 S. Salina Street, 8th fl.
Syracuse, NY 13202

20080716 09:00:00

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of 07/16, 2008 (the "Effective Date"), between Samuel R. Conti, a/k/a Sam Conti, Sr. a/k/a Samuel R. Conti, Sr. and Patricia A. Conti (collectively and individually, the "Lessor") and New Grange Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated 07/16, 2008 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

T132960

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. **Easements.**

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by Law

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: New Grange Wind Farm LLC, a Delaware limited liability company

By: [Signature]

Name: Tom Stebbins

Title: Project Manager

LESSOR: Samuel R Conti Sr.

Samuel R. Conti (a/k/a Sam Conti, Sr. and a/k/a Samuel R. Conti, Sr.)

Patricia A. Conti

Patricia A. Conti

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF Albany)
COUNTY OF Albany) ss:

On this 17th day of July, 2008, before me personally appeared, Tom Stephens, to me known to me to be the authorized representative of New Grange Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2010

ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF New York)
COUNTY OF Chautauque) ss:

On this 16th day of July, 2008, before me personally appeared **Samuel R. Conti** (a/k/a Sam Conti, Sr. and a/k/a Samuel R. Conti, Sr.), personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

CHRISTINE I. DECKER
Notary Public, State of New York
No. 01DE6084412
Qualified in Chautauque County
Commission Expires Dec. 2, 2010

Christine I. Decker

Notary Public

STATE OF New York)
COUNTY OF Chautauque) ss:

On this 16th day of July, 2008, before me personally appeared **Patricia A. Conti**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

CHRISTINE I. DECKER
Notary Public, State of New York
No. 01DE6084412
Qualified in Chautauque County
Commission Expires Dec. 2, 2010

Christine I. Decker

Notary Public

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTIES LOCATED IN TOWN OF ARKWRIGHT AND TOWN OF POMFRET, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Pomfret and the Town of Arkwright, Chautauqua County, New York, designated on the Town of Pomfret and Arkwright Tax Map Nos. **131** and **148**, as Parcel Numbers **131-3-45, 131-1-47, 131-3-48, 131-3-46, 131-3-47, 131.17-1-16, 148-2-7, 148-2-34, 131-1-45, 131-3-40.1, 131-1-37** and **131-1-36**, which said land is contained in Warranty Deed with Lien Covenant executed by Hazel L. Conti, surviving wife of John R. Conti, Sr. and Samuel R. Conti, Sr. and Patricia A. Conti, husband and wife to Samuel R. Conti and Patricia A. Conti, husband and wife, as tenants by the entirety, dated May 18, 2000 and recorded May 24, 2000 in the Chautauqua County Clerk's Office in Liber 2442 of Deeds, Page 4 (covers all of the above tax parcels), to which reference is made for a more detailed description and incorporated herein.

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

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright Tax Map No. **131**, as Parcel Number **131-3-43**, which said land is contained in Warranty Deed with Lien Covenant executed by Charles W. Ryder to Samuel R. Conti, Sr. and Patricia A. Conti, as tenants by the entirety with rights of survivorship, dated November 12, 1993 and recorded November 24, 1993 in the Chautauqua County Clerk's Office in Liber 2302 of Deeds, Page 430, to which reference is made for a more detailed description and incorporated herein.

ARWRIGHT MEMORANDUM OF LEASE

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
300 E 42ND ST
4TH FLOOR
NEW YORK NY 10017

CONTI
JOSEPH F
NEW GRANGE WIND FARM LLC

Index DEED BOOK
Book 02672 Page 0706
No. Pages 0019
Instrument EASEMENT
Date : 2/18/2009
Time : 1:26:39
Control # 200902180083
INST# DE 2009 000888
TRTX# TT 2009 003534
Employee ID COOK

COUNTY	\$	121.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	140.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



18

AFTER RECORDING RETURN TO

Stewart Title Insurance Company
401 South Salina Street, 8th Floor
Syracuse, NY 13202

(This space reserved for recording information)

TRANSMISSION LINE EASEMENT

THIS TRANSMISSION LINE EASEMENT (the "Easement Agreement"), is effective this 24 day of July, 2008 (the "Effective Date"), by and between Joseph F. Conti and Lorraine B. Conti, their successors and assigns (the "Grantor") and New Grange Wind Farm LLC, a Delaware limited liability company, its successors and assigns ("Grantee"). Grantor and Grantee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

A. Grantor is the owner of a certain tract of real property located in Chautauqua County, New York and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Grantor desires to grant and convey to Grantee an exclusive perpetual easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property.

C. Grantee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Grantee, its respective successors, assigns and any subsequent purchaser of interest in Grantee may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

IN CONSIDERATION of the foregoing and other good and valuable consideration and the consideration as stated in the Easement Side Letter, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant.** Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, in and to the following perpetual easements as easements appurtenant to the Wind Project Property and the Subsequent Wind Projects Property:

1.1 An exclusive easement (the "Transmission Easement") on, in, along, across and under that portion of the Property more particularly described on Exhibit B attached hereto (the "Easement Area"), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy at a voltage of no more than 34.5 kV per cable and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Grantee may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface, (iii) the right to keep the Easement Area clear of all brush, trees, timber or other hazards which in Grantee's reasonable opinion would interfere with the Transmission Facilities or Grantee's exercise of its rights hereunder, (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property, and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Grantee deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Grantee, at its expense, will promptly restore that portion of the Property used by Grantee for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

1.2 Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Easement Area shall be deemed to be a strip of land one hundred feet (100') wide, running fifty feet (50') on either side of a center line where possible as shown in Exhibit B-1. Grantor acknowledges that the general location of the Easement Area, as described in the Exhibits attached hereto, is based on preliminary mapping only and Grantor hereby agrees that the Transmission Easement hereby granted shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Grantor agrees to execute an amendment to this Easement Agreement evidencing the legal description of the Easement Area after completion of the Transmission Facilities, which shall be recorded in the Chautauqua County Clerk's Office at Grantee's expense.

1.3 Cross-arms of up to twenty (20) feet in length may overhang any part of the Easement Area and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below plow depth. The Easements include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Easements for the purposes permitted in this Easement Agreement.

1.4 An easement, right and entitlement (the “Effects Easement”) on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Easement Agreement, (ii) the Wind Project Property or (iii) the Subsequent Wind Projects Property or (b) facilities now or hereafter located on (i) the Property subject to this Easement Agreement, (ii) the Wind Project Property or (iii) the Subsequent Wind Projects Property. The Transmission Easement and Effects Easement are collectively referred to herein as the “Easements”.

1.5 Grantee shall have the right to terminate the Easements and this Easement Agreement at any time. The Easements and this Easement Agreement shall not be terminable by Grantor, or its successors or assigns, under any circumstances. Upon complete removal of the improvements comprising the Wind Project and the Subsequent Wind Projects, Grantee shall file a termination of this Easement Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Easement Agreement, Grantee shall remove from the Easement Area (or such part thereof, as applicable) any above ground Transmission Facilities owned, installed or constructed by Grantee thereon, except for roads and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. Nothing contained in this Section shall be construed as precluding Grantee, in its sole discretion, from taking any of the actions contemplated in this Section at any time during the term of this Easement Agreement.

2. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Area which would inhibit or impair any of Grantee's rights or benefits as set forth in this Easement Agreement. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Grantee deems a threat or potential threat to Grantee's Transmission Facilities or its rights hereunder. Grantor shall not grant or permit any person or persons claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion.

3. **Construction.** Grantee shall determine the type of surface any roadway, if any which Grantee, at its sole expense, may construct and utilize over the Property.

4. **Authority.** Grantor hereby represents and warrants to Grantee that it owns the Property in fee simple subject to no liens or encumbrances except as approved by Grantee in its sole discretion prior to this Easement Agreement and is fully authorized and empowered to grant the rights and benefits granted to Grantee in this Easement Agreement.

5. **Assignment.** A Grantee shall also have the right without Grantor's consent to sell, convey, lease, transfer or assign all or any portion of the Easements, this Easement Agreement or the Transmission Facilities on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "**Assignments**"), to one or more persons or entities (collectively "**Assignees**"). Any member of a Grantee shall have the right without Grantor's consent to transfer any membership interest in a Grantee to one or more persons or entities.

6. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to the Easements and/or this Easement Agreement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees (including but not limited to those incurred at trial, on appeal and on petition for review).

7. **Right to Mortgage and Mortgagee Protection**

7.1 **Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement Agreement, the Easements, the Easement Area and the Transmission Facilities (collectively, the "**Transmission Facilities Assets**"), which said security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees.**" Under no circumstances shall any Mortgagee have any greater rights of ownership or use of the Easement Area or the Easements than the rights granted to Grantee in this Easement Agreement.

7.2 **Grantor's Obligations.** Grantor agrees to consent in writing to financing documents as may reasonably be required by Mortgagees. As a precondition to exercising any remedies related to any alleged default by Grantee under this Easement Agreement, Grantor shall give written Notice of Default to each Mortgagee at the same time it delivers Notice of Default to Grantee, specifying in detail the alleged Event of Default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee, Mortgagees or Assignees located on the Easement Areas. The cure period for each Mortgagee shall begin to run at the end of the cure period given to Grantee in this Easement Agreement, but in no case shall the cure period for any Mortgagee be less than thirty (30) days after receipt of the Notice of Default. The Mortgagee shall have the absolute right, but not the obligation, to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such Event of Default. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon

the Easement Area to complete such performance with all of the rights and privileges of Grantee hereunder. Any Mortgagee that does not directly hold an interest in the Transmission Facilities Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Easement Agreement prior to the time the Mortgagee directly holds an interest in the Transmission Facilities Assets, or succeeds to absolute title to Grantee's interest. A Mortgagee shall be liable to perform Grantee's obligations under this Easement Agreement only for and during the period it directly holds such interest or absolute title. Further in the event that a Mortgagee elects to (a) perform Grantee's obligations under this Easement Agreement, (b) continue operations on the Easement Area, (c) acquire any portion of Grantee's right, title or interest in all or any of the Transmission Facilities Assets or (d) enter into a new easement agreement as provided in Section 8.3.4, then such Mortgagee shall not have any personal liability to Grantor in connection therewith, and Grantor's sole recourse in the Event of Default by such Mortgagee shall be to execute against such Mortgagee's interest in the Transmission Facilities Assets. Moreover, any Mortgagee or other party who acquires the Transmission Facilities Assets pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Easement Agreement to the extent the same are incurred or accrue after such Mortgagee or other party no longer has ownership of the Transmission Facilities Assets.

7.3 Mortgagee Protection. Any Mortgagee, upon delivery to Grantor of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Easement Agreement:

7.3.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (a) to assign its Mortgage; (b) to enforce its lien and acquire title to all or any portion of the Transmission Facilities Assets by any lawful means; (c) to take possession of and operate all or any portion of the Transmission Facilities Assets and to perform all obligations to be performed by Grantee under this Easement Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire all or any portion of the Transmission Facilities Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Grantor's consent to assign or transfer all or any portion of the Transmission Facilities Assets to a third party. Grantor's consent shall not be required for any of the foregoing, and upon acquisition of the interests of all or any portion of the Transmission Facilities Assets by a Mortgagee or any other third party who acquires the same from or on behalf of the Mortgagee, Grantor shall recognize the Mortgagee or such other party (as the case may be) as Grantee's proper successor, and this Easement Agreement and the Easements shall remain in full force and effect.

7.3.2 Opportunity to Cure. Following acquisition of all or a portion of the Transmission Facilities Assets by the Mortgagee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Easement Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Transmission Facilities Assets shall, as promptly as reasonably possible, commence the cure of all defaults under this Easement Agreement and thereafter diligently process such cure to completion; provided, however, that the Mortgagee or party acquiring title to the Transmission Facilities Assets shall not be required to cure those defaults which are not reasonably susceptible

of being cured or performed by such party ("Non-Curable Defaults"). Non-Curable Defaults shall be deemed waived by Grantor upon completion of foreclosure proceedings or acquisition of Grantee's interest in the Transmission Facilities Assets by such party. If a Mortgagee is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Grantee from commencing or prosecuting the appropriate judicial or nonjudicial proceedings, then any cure period for commencing such proceedings shall be extended for the period of such prohibition.

7.3.3 Termination. Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Easement Agreement or the Easements as long as all payments and all other monetary charges payable by Grantee under this Easement Agreement are paid by the Mortgagee in accordance with the terms of this Easement Agreement.

7.3.4 New Easement. In the event that this Easement Agreement (a) terminates because of Grantee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Mortgagee has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Grantor shall, immediately upon written request from such Mortgagee received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new easement agreement in favor of such Mortgagee, which new easement agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Easement Agreement (except for any requirements that have been fulfilled by Grantee prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance and continuing for the remaining term of this Easement Agreement before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain a grant of Easements, over, under, upon, along and across the Easement Areas or such portion thereof as to which such Mortgagee held a lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) enjoy the same priority as the Easement Agreement has over any lien, encumbrance or other interest created by Grantor, and, until such time as such new easement agreement is executed and delivered, the Mortgagee may enter, use and enjoy the Easements and the Easement Areas and conduct operations thereon as if this Easement Agreement were still in effect. At the option of the Mortgagee, the new easement agreement may be executed by a designee of such Mortgagee, with the Mortgagee assuming the burdens and obligations of Grantee thereunder. If more than one Mortgagee makes a written request for a new easement agreement pursuant hereto, then the same shall be delivered to the Mortgagee whose lien is senior in priority.

7.3.5 Mortgagee Consent. Notwithstanding any provision of this Easement Agreement to the contrary, (a) Grantor shall not agree to a modification or amendment of this Easement Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Mortgagee or impair or reduce the security for its lien and (b) Grantor shall not accept a surrender of the Easement Areas, the Easements or any part thereof or a termination of this Easement Agreement; in each such case without the prior written consent of each Mortgagee.

8. **Default.** If Grantee fails to perform its obligations hereunder (an “Event of Default”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from Grantor stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “Notice of Default”); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then Grantee shall not be in default if it commences such performance with such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

9. **Condemnation.** If all or any part of the Easement Area is taken by condemnation, or is purchased by any governmental body or agency having the power of condemnation, the Parties hereto shall be entitled to share in the condemnation award or purchase price on the basis of the value of their respective interests and rights therein and the use thereof as the Parties shall at that time agree.

10. **Taxes.** Grantor shall pay, when due, all real property taxes and assessments levied against the Property, including the Easement Area and the improvements located thereon, by a governmental body (collectively, “Taxes”). Grantee shall pay, when due, all real property taxes and assessments levied against the Transmission Facilities, whether assessed separately or not. If the Taxes are levied or assessed in the name of Grantor, Grantee agrees to promptly reimburse Grantor for Grantee’s proportionate share thereof, or to pay the same directly to the taxing authority, at Grantor’s preference, upon written notice by Grantor to Grantee setting forth Grantee’s proportionate share thereof. Grantee and/or Grantor may contest the legal validity or amount of any Taxes for which each is responsible under this Easement Agreement, and may institute such proceedings as they consider necessary. Grantee’s duty to reimburse shall exist only with respect to Taxes accrued for tax years during the period this Easement Agreement remains in effect, regardless of when such Taxes are payable. Grantor shall promptly send to Grantee evidence that the Taxes have been paid by Grantor. To the extent available from the taxing authority, Grantee shall also be entitled to receive a copy of each tax bill from the taxing authority during the term of this Easement Agreement. In the event Grantor fails to pay the Taxes against the Property including the Easement Area, Grantee may take any and all lawful steps to protect its interests in the Easement Area and the Easements, including but not limited to, direct payments of its proportionate share of the Taxes to the taxing authority.

11. **Notices.** Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Grantor: Joseph & Lorraine Conti
3644 Route 83
Fredonia, New York 14063

If to Grantee: New Grange Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

With copy to: New Grange Wind Farm, LLC
33 Church Street, Third Floor
Fredonia, NY 14063
Attn: Project Manager

If to any Mortgagee: To the address (es) indicated in the notice(s) to Grantor provided under Section 7.

or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

12. **Waiver.** The waiver of any covenant, condition, or agreement contained herein shall not vitiate this Easement Agreement or any of the Easements, terms, covenants, conditions or provisions herein. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

13. **Entire Agreement.** This Easement Agreement constitutes the entire agreement between Grantor and Grantee and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of Grantor and Grantee and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, shall be deemed to have been merged herein and superseded hereby. This Easement Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Grantor and Grantee.

14. **Remedies.** If Grantee violates the terms or conditions of this Easement Agreement, Grantor shall be entitled to any remedy available under applicable law or equity, subject to the default provisions contained herein; provided, however, that no such default shall result in a termination of the Easements granted by this Easement Agreement and/or this Easement Agreement. If Grantor violates the terms or conditions of this Easement Agreement, Grantee shall be entitled to any remedy available under applicable law or equity.

15. **Setback Waiver.** Grantor hereby waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County, City, Town or in any governmental entitlement or permit heretofore or hereafter issued to Grantee or an affiliate. Further, if so requested by Grantee or such affiliate, Grantor shall, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Grantee,

the County, City or Town in connection therewith and (ii) return the same thereto within ten (10) days after such request.

16. **Grantor's Representation.** To the best of Grantor's knowledge, (a) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (b) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any law (each, a "Hazardous Material") has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other laws (each, an "Environmental Law") that govern the same or are applicable thereto and (c) there are no other substances, materials or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Grantor has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

17. **Improvements.** Any improvements ("Improvements") constructed or placed on the Property by Grantee, as permitted by this Easement Agreement, shall be owned and remain the sole property of Grantee. To the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to all Improvements or any part thereof and if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such statutory or common law lien to any mortgage from time to time existing against such Improvements or any portion thereof.

18. **Overburdening.** Grantor hereby agree that (i) no use of or improvement to the Easement Area and (ii) no apportionment or granting of a subeasement or Assignment thereof shall, separately or in the aggregate, constitute an overburdening of the Easement Area and no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof.

19. **Binding Effect; Governing Law.** The Parties hereby agree that all of the covenants and agreements contained in this Easement Agreement touch and concern the real estate described in this Easement Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Easement Area, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Easement Area and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Grantee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Easement Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be as assignable and alienable easements in gross. The provisions hereof shall be governed by and construed in accordance with the laws of the State of New York.

20. **Severability and Parties Bound.** The enforceability, invalidity, or illegality of any provisions of this Easement Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Easement Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and the assigns of the respective Parties hereto.

21. **Construction of Agreement.** The rule of strict construction shall not apply to the Easements or to this Easement Agreement. This Easement Agreement shall be given a reasonable construction so that the intention of the Parties to create reasonably usable benefits and reasonably enforceable obligations is carried out.

22. **Cooperation.** Grantor shall fully support and cooperate with Grantee in its operations and the exercise of its rights hereunder and in carrying out and otherwise giving full force and effect to the purposes and intent of the Easement Agreement, including without limitation, Grantee's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with its respective operations, including but not limited to the widening and improving of public roads to a width of up to four rods, the width of which will vary depending on the topography, the width of the shoulder, buildings or other improvements, boulders, wetlands, roads, transmission facilities or lines, recreational areas, inhabited areas, leased lands (or other rights of third parties) or other obstacles or impediments and/or need (the "Road Widening") and Grantor shall, (a) without demanding additional consideration therefor, execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument (including any document or instrument intended to correct an error in the Easement Agreement to amend the legal description attached hereto) that is reasonably requested by Grantee in connection herewith or therewith, (b) execute a consent agreement and/or easement agreement regarding the Road Widening and any governmental authority's efforts in the Road Widening for no consideration and (c) return the same (as executed) to Grantee within ten (10) days after Grantor's receipt thereof; provided, however, that Grantor shall not incur any expense in this regard.

23. **Estoppel Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Easement Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (i) amending this Easement Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Easement Agreement or to preserve a Mortgagee's security interest and (ii) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request any of Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Area.

24. **Mortgage Payments.** If the Property is subject to a mortgage as of the date of this Easement Agreement, Grantor agrees to pay all obligations secured by such mortgage. If Grantor fails to pay any of its obligations secured by a mortgage on the Property when due, Grantee may, at its option, pay the same and deduct the amount paid from any amount due Grantor hereunder.

Grantor agrees to promptly provide Grantee with a copy of any default notices that Grantor receives from its lender. In addition, Grantor, at the request of Grantee, shall use reasonable efforts to obtain from any existing lender a subordination and/or non-disturbance agreement in form and substance reasonably acceptable to Grantee. In addition, Grantor expressly acknowledges and agrees that any statutory or common law lien rights in favor of Grantor or any mortgage granted by Grantor subsequent to the date of this Easement Agreement are expressly subordinate and inferior to Grantee's right, title and interest in this Easement Agreement and/or the Easements and to any liens and security interests granted by Grantee in favor of any Mortgagee who has provided financing for the Transmission Facilities on the Property. Grantor agrees to execute any further documentation which may be requested by Grantee or its Mortgagee to evidence such subordination.

25. **Further Acts and Assurances.** Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Easement Agreement.

26. **Counterparts.** This Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

27. **Drainage Tiles.** If Grantor desires to install drainage tiles within the Easement Area, Grantor shall first consult with Grantee and obtain Grantee's approval of the plans, specifications, exact depths and locations of the proposed tile as well as the tile contractor performing installation, repair and/or relocation of drainage tiles the before construction. Grantor shall give Grantee at least five (5) days' notice as to when installation of any drainage tile will take place. Grantor shall coordinate work in these areas to permit Grantee's representative to be present at all times when tiling or excavation work is performed within these areas. Grantor shall notify Dig Safely New York prior to installation of any drainage tiles on the Easement Area. Grantor hereby indemnifies and holds Grantee harmless from and against any and all liability for injuries and claims resulting from Grantor's failure to comply with the requirements of this Section 26. If the installation of the drainage tile damages the Easement Area, Grantor, at Grantor's expense, shall promptly repair the Easement Area to the condition it was in before installation of said drainage tile. Grantee shall have the right to remove any drainage tiles within and relocate said drainage tiles on the Easement Area at its sole cost and expense. Grantee will repair or caused to be repaired any drainage tiles damaged by its activities on the Easement Area and will pay crop damages as provided in the Easement Side Letter if any crops are flooded due to tiles broken by Grantee's activities.

28. **Exclusion of Consequential Damages.** In no event shall Grantor or Grantee or any of their respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for special, indirect, exemplary, punitive or consequential damages of any nature whatsoever connected with or resulting from the services rendered hereunder or from performance or non-performance of this Easement Agreement or any exhibit attached hereto, including without limitation damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability, contract, operation of law or otherwise.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as set forth below.

Grantor:

Joseph F. Conti
Joseph F. Conti

Lorraine B. Conti
Lorraine B. Conti

Grantee:

New Grange Wind Farm LLC,
a Delaware limited liability company

By: [Signature]
Name: Tom Stebbins
Title: Project Manager *TS*

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

On this 3rd day of July, 2008, before me personally appeared Tom Steffens, to me known to me to be the authorized representative of New Grange Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2010

EXHIBIT A

Legal Description of Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map Section No. **131.00**, as Parcel No. **131.00-1-34.2** (old # 5-2-15.3.2), which said land is contained in a *Deed* given by Hazel L. Conti and Ruth-Louise Conti to Joseph F. Conti and Lorraine B. Conti, dated August 29, 2006 and recorded on September 14, 2006 in the Chautauqua County Clerk's Office in Book 2608 of Deeds at page 405 to which reference is made for a more detailed description and incorporated herein.

EXHIBIT "A-1"

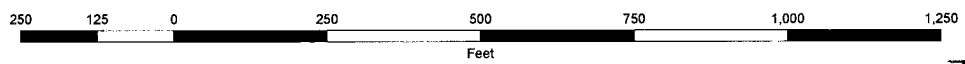
Map Generally Depicting the Property

CONTI JOSEPH
181-1-342

ROUTE 20

BRAND

Shaded Area
Parcel Boundary



JFC RBC

SHOWN TO GSI
MAY 26, 2001
2001



EXHIBIT B

Legal Description of Easement Area

A one hundred (100) foot strip of land out of the following:




All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map Section No. **131.00**, as Parcel No. **131.00-1-34.2** (old # 5-2-15.3.2), which said land is contained in a *Deed* given by Hazel L. Conti and Ruth-Louise Conti to Joseph F. Conti and Lorraine B. Conti, dated August 29, 2006 and recorded on September 14, 2006 in the Chautauqua County Clerk's Office in Book 2608 of Deeds at page 405 to which reference is made for a more detailed description and incorporated herein, and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

EXHIBIT "B-1"

Map Generally Depicting the Easement Area

CONTE JOSEPH
181-1-34.2

Legend:

-  Easement Area
-  Historic data selection
-  Parcel Boundary

250 125 0 250 500 750 1,000 1,250

Feet

ABC J7C

1082-521-4

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

CROWELL
HOWARD
PICKETT BROOK WIND FARM LLC

Index DEED BOOK
Book 02631 Page 0547
No. Pages 0010
Instrument LEASE
Date : 7/31/2007
Time : 4:08:04
Control # 200707310272
INST# DE 2007 004199
TRTX# TT 2007 006010
Employee ID COOK

0004889

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



D026310547



AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of FEBRUARY 10, 2007 (the "Effective Date"), between Howard Crowell and Alyce Crowell, husband and wife, as tenants by the entirety ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated FEBRUARY 10, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations");

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE:

Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: _____

Name: Michael P. Skelly *MS*

Title: Chief Development Officer

LESSOR:

Howard Crowell
Howard Crowell

Alyce Crowell
Alyce Crowell

ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF New York)
) ss:
COUNTY OF Chautauque)

On this 10th day of February, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Howard Crowell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

J. Suzanne Grace
Notary Public

NOTARY PUBLIC
STATE OF NEW YORK
4/18/2010

STATE OF New York)
) ss:
COUNTY OF Chautauque)

On this 10th day of February, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Alyce Crowell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

J. Suzanne Grace
Notary Public

NOTARY PUBLIC
STATE OF NEW YORK
4/18/2010

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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



CHAUTAUQUA COUNTY - STATE OF NEW YORK
SANDRA K. SOPAK COUNTY CLERK
1 North Erie St, PO Box 170, Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: DE2013006630

Receipt#: 201306094872
Clerk: KS
Rec Date: 11/12/2013 10:07:52 AM
Doc Grp: D
Descrip: EASEMENT
Num Pgs: 19
Rec'd Frm: TITLE ASSOCIATES INC

Party1: DECKER JAMES R
Party2: ARKWRIGHT SUMMIT WIND FARM LLC
Town: POMFRET

Recording:

Cover Page	5.00
Recording Fee	110.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 140.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 140.00

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

***** Transfer Tax *****
Transfer Tax #: TT2014001905
Consideration: 0.00

Total: 0.00

Record and Return To:

TITLE ASSOCIATES INC
825 THIRD AVENUE
NEW YORK, NEW YORK 10022

WARNING***

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra K. Sopak
Chautauqua County Clerk

Prepared By:

General Counsel @ Arkwright Summit Wind Farm, LLC
808 Travis, Suite 700, Houston, TX 77002

When recorded, mail to:

Suzanne Ng [TA#11-073] @ Title Associates
825 Third Avenue, 30th Fl, NY, NY 10022

(This space reserved for recording information)

TRANSMISSION LINE EASEMENT

THIS TRANSMISSION LINE EASEMENT (the "Easement Agreement"), is effective this 11 day of October, 2013 (the "Effective Date"), by and between James R. Decker and Christine I. Decker, their successors and assigns (the "Grantor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company, its successors and assigns ("Grantee"). Grantor and Grantee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

A. Grantor is the owner of a certain tract of real property located in Chautauqua County, New York and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Grantor desires to grant and convey to Grantee an exclusive perpetual easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property.

C. Grantee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Grantee, its respective successors, assigns and any subsequent purchaser of interest in Grantee may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

IN CONSIDERATION of the foregoing and other good and valuable consideration and the consideration as stated in the Transmission Line Easement Letter Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant.** Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, in and to the following perpetual easements as easements appurtenant to the Wind Project Property and the Subsequent Wind Projects Property:

1.1 An exclusive easement (the "Transmission Easement") on, in, along, across and under that portion of the Property more particularly described on Exhibit B attached hereto (the "Easement Area"), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy at a voltage of no more than 115 kV per cable and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Grantee may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface, (iii) the right to keep the Easement Area clear of all brush, trees, timber or other hazards which in Grantee's reasonable opinion would interfere with the Transmission Facilities or Grantee's exercise of its rights hereunder, (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property, and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Grantee deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Grantee, at its expense, will promptly restore that portion of the Property used by Grantee for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

1.2 Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Easement Area shall be deemed to be a strip of land one hundred fifty feet (150') wide, running seventy-five feet (75') on either side of a center line where possible as shown in Exhibit B-1. Grantor acknowledges that the general location of the Easement Area, as described in the Exhibits attached hereto, is based on preliminary mapping only and Grantor hereby agrees that the Transmission Easement hereby granted shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Grantor agrees to execute an amendment to this Easement Agreement evidencing the legal description of the Easement Area after



completion of the Transmission Facilities, which shall be recorded in the Chautauqua County Clerk's Office at Grantee's expense.

1.3 Cross-arms of up to twenty (20) feet in length may overhang any part of the Easement Area and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below plow depth. The Easements include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Easements for the purposes permitted in this Easement Agreement.

1.4 An easement, right and entitlement (the "Effects Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Easement Agreement, (ii) the Wind Project Property or (iii) the Subsequent Wind Projects Property, or (b) facilities now or hereafter located on (i) the Property subject to this Easement Agreement, (ii) the Wind Project Property or (iii) the Subsequent Wind Projects Property. The Transmission Easement and Effects Easement are collectively referred to herein as the "Easements".

1.5 Grantee shall have the right to terminate the Easements and this Easement Agreement at any time. The Easements and this Easement Agreement shall not be terminable by Grantor, or its successors or assigns, under any circumstances. Upon complete removal of the improvements comprising the Wind Project and the Subsequent Wind Projects, Grantee shall file a termination of this Easement Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Easement Agreement, Grantee shall remove from the Easement Area (or such part thereof, as applicable) any above ground Transmission Facilities owned, installed or constructed by Grantee thereon, except for roads and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. Nothing contained in this Section shall be construed as precluding Grantee, in its sole discretion, from taking any of the actions contemplated in this Section at any time during the term of this Easement Agreement.

2. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Area which would inhibit or impair any of Grantee's rights or benefits as set forth in this Easement Agreement. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Grantee deems a threat or potential threat to Grantee's Transmission Facilities or its rights hereunder. Grantor shall not grant or permit any person or persons claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion.

3. **Construction.** Grantee shall determine the type of surface any roadway, if any which Grantee, at its sole expense, may construct and utilize over the Property.



4. **Authority.** Grantor hereby represents and warrants to Grantee that it owns the Property in fee simple subject to no liens or encumbrances except as approved by Grantee in its sole discretion prior to this Easement Agreement and is fully authorized and empowered to grant the rights and benefits granted to Grantee in this Easement Agreement.

5. **Assignment.** A Grantee shall also have the right without Grantor's consent to sell, convey, lease, transfer or assign all or any portion of the Easements, this Easement Agreement or the Transmission Facilities on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "Assignments"), to one or more persons or entities (collectively "Assignees"). Any member of a Grantee shall have the right without Grantor's consent to transfer any membership interest in a Grantee to one or more persons or entities.

6. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to the Easements and/or this Easement Agreement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees (including but not limited to those incurred at trial, on appeal and on petition for review).

7. **Right to Mortgage and Mortgagee Protection**

7.1 **Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement Agreement, the Easements, the Easement Area and the Transmission Facilities (collectively, the "Transmission Facilities Assets"), which said security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "Mortgages" and the holders of the Mortgages, their designees and assigns are referred to herein as "Mortgagees." Under no circumstances shall any Mortgagee have any greater rights of ownership or use of the Easement Area or the Easements than the rights granted to Grantee in this Easement Agreement.

7.2 **Grantor's Obligations.** Grantor agrees to consent in writing to financing documents as may reasonably be required by Mortgagees. As a precondition to exercising any remedies related to any alleged default by Grantee under this Easement Agreement, Grantor shall give written Notice of Default to each Mortgagee at the same time it delivers Notice of Default to Grantee, specifying in detail the alleged Event of Default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee, Mortgagees or Assignees located on the Easement Areas. The cure period for each Mortgagee shall begin to run at the end of the cure period given to Grantee in this Easement Agreement, but in no case shall the cure period for any Mortgagee be less than thirty (30) days after receipt of the Notice of Default. The Mortgagee shall have the absolute right, but not the obligation, to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such Event of Default. Grantor expressly consents to such substitution, agrees to accept such performance, and

authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Easement Area to complete such performance with all of the rights and privileges of Grantee hereunder. Any Mortgagee that does not directly hold an interest in the Transmission Facilities Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Easement Agreement prior to the time the Mortgagee directly holds an interest in the Transmission Facilities Assets, or succeeds to absolute title to Grantee's interest. A Mortgagee shall be liable to perform Grantee's obligations under this Easement Agreement only for and during the period it directly holds such interest or absolute title. Further in the event that a Mortgagee elects to (a) perform Grantee's obligations under this Easement Agreement, (b) continue operations on the Easement Area, (c) acquire any portion of Grantee's right, title or interest in all or any of the Transmission Facilities Assets or (d) enter into a new easement agreement as provided in Section 8.3.4, then such Mortgagee shall not have any personal liability to Grantor in connection therewith, and Grantor's sole recourse in the Event of Default by such Mortgagee shall be to execute against such Mortgagee's interest in the Transmission Facilities Assets. Moreover, any Mortgagee or other party who acquires the Transmission Facilities Assets pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Easement Agreement to the extent the same are incurred or accrue after such Mortgagee or other party no longer has ownership of the Transmission Facilities Assets.

7.3 Mortgagee Protection. Any Mortgagee, upon delivery to Grantor of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Easement Agreement:

7.3.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (a) to assign its Mortgage; (b) to enforce its lien and acquire title to all or any portion of the Transmission Facilities Assets by any lawful means; (c) to take possession of and operate all or any portion of the Transmission Facilities Assets and to perform all obligations to be performed by Grantee under this Easement Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire all or any portion of the Transmission Facilities Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Grantor's consent to assign or transfer all or any portion of the Transmission Facilities Assets to a third party. Grantor's consent shall not be required for any of the foregoing, and upon acquisition of the interests of all or any portion of the Transmission Facilities Assets by a Mortgagee or any other third party who acquires the same from or on behalf of the Mortgagee, Grantor shall recognize the Mortgagee or such other party (as the case may be) as Grantee's proper successor, and this Easement Agreement and the Easements shall remain in full force and effect.

7.3.2 Opportunity to Cure. Following acquisition of all or a portion of the Transmission Facilities Assets by the Mortgagee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Easement Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Transmission Facilities Assets shall, as promptly as reasonably possible, commence the cure of all defaults under this Easement Agreement and thereafter diligently process such cure to completion; provided, however, that the Mortgagee or party acquiring title to the Transmission



Facilities Assets shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-Curable Defaults"). Non-Curable Defaults shall be deemed waived by Grantor upon completion of foreclosure proceedings or acquisition of Grantee's interest in the Transmission Facilities Assets by such party. If a Mortgagee is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Grantee from commencing or prosecuting the appropriate judicial or nonjudicial proceedings, then any cure period for commencing such proceedings shall be extended for the period of such prohibition.

7.3.3 Termination. Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Easement Agreement or the Easements as long as all payments and all other monetary charges payable by Grantee under this Easement Agreement are paid by the Mortgagee in accordance with the terms of this Easement Agreement.

7.3.4 New Easement. In the event that this Easement Agreement (a) terminates because of Grantee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Mortgagee has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Grantor shall, immediately upon written request from such Mortgagee received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new easement agreement in favor of such Mortgagee, which new easement agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Easement Agreement (except for any requirements that have been fulfilled by Grantee prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance and continuing for the remaining term of this Easement Agreement before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain a grant of Easements, over, under, upon, along and across the Easement Areas or such portion thereof as to which such Mortgagee held a lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) enjoy the same priority as the Easement Agreement has over any lien, encumbrance or other interest created by Grantor, and, until such time as such new easement agreement is executed and delivered, the Mortgagee may enter, use and enjoy the Easements and the Easement Areas and conduct operations thereon as if this Easement Agreement were still in effect. At the option of the Mortgagee, the new easement agreement may be executed by a designee of such Mortgagee, with the Mortgagee assuming the burdens and obligations of Grantee thereunder. If more than one Mortgagee makes a written request for a new easement agreement pursuant hereto, then the same shall be delivered to the Mortgagee whose lien is senior in priority.

7.3.5 Mortgagee Consent. Notwithstanding any provision of this Easement Agreement to the contrary, (a) Grantor shall not agree to a modification or amendment of this Easement Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Mortgagee or impair or reduce the security for its lien and (b) Grantor shall not accept a surrender of the Easement Areas, the Easements or any part thereof or a termination of this Easement Agreement; in each such case without the prior written consent of each Mortgagee.



8. **Default.** If Grantee fails to perform its obligations hereunder (an “Event of Default”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from Grantor stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “Notice of Default”); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then Grantee shall not be in default if it commences such performance with such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

9. **Condemnation.** If all or any part of the Easement Area is taken by condemnation, or is purchased by any governmental body or agency having the power of condemnation, the Parties hereto shall be entitled to share in the condemnation award or purchase price on the basis of the value of their respective interests and rights therein and the use thereof as the Parties shall at that time agree.

10. **Taxes.** Grantor shall pay, when due, all real property taxes and assessments levied against the Property, including the Easement Area and the improvements located thereon, by a governmental body (collectively, “Taxes”). Grantee shall pay, when due, all real property taxes and assessments levied against the Transmission Facilities, whether assessed separately or not. If the Taxes are levied or assessed in the name of Grantor, Grantee agrees to promptly reimburse Grantor for Grantee’s proportionate share thereof, or to pay the same directly to the taxing authority, at Grantor’s preference, upon written notice by Grantor to Grantee setting forth Grantee’s proportionate share thereof. Grantee and/or Grantor may contest the legal validity or amount of any Taxes for which each is responsible under this Easement Agreement, and may institute such proceedings as they consider necessary. Grantee’s duty to reimburse shall exist only with respect to Taxes accrued for tax years during the period this Easement Agreement remains in effect, regardless of when such Taxes are payable. Grantor shall promptly send to Grantee evidence that the Taxes have been paid by Grantor. To the extent available from the taxing authority, Grantee shall also be entitled to receive a copy of each tax bill from the taxing authority during the term of this Easement Agreement. In the event Grantor fails to pay the Taxes against the Property including the Easement Area, Grantee may take any and all lawful steps to protect its interests in the Easement Area and the Easements, including but not limited to, direct payments of its proportionate share of the Taxes to the taxing authority.

11. **Notices.** Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Grantor: James R. and Christine I. Decker
P.O. Box 152
Fredonia, NY 14063



If to Grantee: Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

With copy to: Arkwright Summit Wind Farm, LLC
c/o EDP Renewables North America, LLC
52 James Street
Albany, NY 12207
Attn: Project Manager

If to any Mortgagee: To the address (es) indicated in the notice(s) to Grantor provided under Section 7 or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

12. **Waiver.** The waiver of any covenant, condition, or agreement contained herein shall not vitiate this Easement Agreement or any of the Easements, terms, covenants, conditions or provisions herein. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

13. **Entire Agreement.** This Easement Agreement constitutes the entire agreement between Grantor and Grantee and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of Grantor and Grantee and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, shall be deemed to have been merged herein and superseded hereby. This Easement Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Grantor and Grantee.

14. **Remedies.** If Grantee violates the terms or conditions of this Easement Agreement, Grantor shall be entitled to any remedy available under applicable law or equity, subject to the default provisions contained herein; provided, however, that no such default shall result in a termination of the Easements granted by this Easement Agreement. If Grantor violates the terms or conditions of this Easement Agreement, Grantee shall be entitled to any remedy available under applicable law or equity.

15. **Setback Waiver.** Grantor hereby waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County, City, Town or in any governmental entitlement or permit heretofore or hereafter issued to Grantee or an affiliate. Further, if so requested by Grantee or such affiliate, Grantor shall, without demanding additional



consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Grantee, the County, City or Town in connection therewith and (ii) return the same thereto within ten (10) days after such request.

16. **Grantor's Representation.** To the best of Grantor's knowledge, (a) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (b) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any law (each, a "Hazardous Material") has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other laws (each, an "Environmental Law") that govern the same or are applicable thereto and (c) there are no other substances, materials or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Grantor has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

17. **Improvements.** Any improvements ("Improvements") constructed or placed on the Property by Grantee, as permitted by this Easement Agreement, shall be owned and remain the sole property of Grantee. To the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to all Improvements or any part thereof and if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such statutory or common law lien to any mortgage from time to time existing against such Improvements or any portion thereof.

18. **Overburdening.** Grantor hereby agree that (i) no use of or improvement to the Easement Area and (ii) no apportionment or granting of a subeasement or Assignment thereof shall, separately or in the aggregate, constitute an overburdening of the Easement Area and no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof.

19. **Binding Effect; Governing Law.** The Parties hereby agree that all of the covenants and agreements contained in this Easement Agreement touch and concern the real estate described in this Easement Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Easement Area, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Easement Area and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Grantee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Easement Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be as assignable and



alienable easements in gross. The provisions hereof shall be governed by and construed in accordance with the laws of the State of New York.

20. **Severability and Parties Bound.** The enforceability, invalidity, or illegality of any provisions of this Easement Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Easement Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and the assigns of the respective Parties hereto.

21. **Construction of Agreement.** The rule of strict construction shall not apply to the Easements or to this Easement Agreement. This Easement Agreement shall be given a reasonable construction so that the intention of the Parties to create reasonably usable benefits and reasonably enforceable obligations is carried out.

22. **Cooperation.** Grantor shall fully support and cooperate with Grantee in its operations and the exercise of its rights hereunder and in carrying out and otherwise giving full force and effect to the purposes and intent of the Easement Agreement, including without limitation, Grantee's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with its respective operations, including but not limited to the widening and improving of public roads to a width of up to four rods, the width of which will vary depending on the topography, the width of the shoulder, buildings or other improvements, boulders, wetlands, roads, transmission facilities or lines, recreational areas, inhabited areas, leased lands (or other rights of third parties) or other obstacles or impediments and/or need (the "Road Widening") and Grantor shall, (a) without demanding additional consideration therefor, execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument (including any document or instrument intended to correct an error in the Easement Agreement to amend the legal description attached hereto) that is reasonably requested by Grantee in connection herewith or therewith, (b) execute a consent agreement and/or easement agreement regarding the Road Widening and any governmental authority's efforts in the Road Widening for no consideration and (c) return the same (as executed) to Grantee within ten (10) days after Grantor's receipt thereof; provided, however, that Grantor shall not incur any expense in this regard.

23. **Estoppel Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Easement Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (i) amending this Easement Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Easement Agreement or to preserve a Mortgagee's security interest and (ii) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request any of Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Area.

24. **Mortgage Payments.** If the Property is subject to a mortgage as of the date of this Easement Agreement, Grantor agrees to pay all obligations secured by such mortgage. If Grantor



fails to pay any of its obligations secured by a mortgage on the Property when due, Grantee may, at its option, pay the same and deduct the amount paid from any amount due Grantor hereunder. Grantor agrees to promptly provide Grantee with a copy of any default notices that Grantor receives from its lender. In addition, Grantor, at the request of Grantee, shall use reasonable efforts to obtain from any existing lender a subordination and/or non-disturbance agreement in form and substance reasonably acceptable to Grantee. In addition, Grantor expressly acknowledges and agrees that any statutory or common law lien rights in favor of Grantor or any mortgage granted by Grantor subsequent to the date of this Easement Agreement are expressly subordinate and inferior to Grantee's right, title and interest in this Easement Agreement and/or the Easements and to any liens and security interests granted by Grantee in favor of any Mortgagee who has provided financing for the Transmission Facilities on the Property. Grantor agrees to execute any further documentation which may be requested by Grantee or its Mortgagee to evidence such subordination.

25. **Further Acts and Assurances.** Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Easement Agreement.

26. **Counterparts.** This Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

27. **Drainage Tiles.** If Grantor desires to install drainage tiles within the Easement Area, Grantor shall first consult with Grantee and obtain Grantee's approval of the plans, specifications, exact depths and locations of the proposed tile as well as the tile contractor performing installation, repair and/or relocation of drainage tiles the before construction. Grantor shall give Grantee at least five (5) days' notice as to when installation of any drainage tile will take place. Grantor shall coordinate work in these areas to permit Grantee's representative to be present at all times when tiling or excavation work is performed within these areas. Grantor shall notify Dig Safely New York prior to installation of any drainage tiles on the Easement Area. Grantor hereby indemnifies and holds Grantee harmless from and against any and all liability for injuries and claims resulting from Grantor's failure to comply with the requirements of this Section 26. If the installation of the drainage tile damages the Easement Area, Grantor, at Grantor's expense, shall promptly repair the Easement Area to the condition it was in before installation of said drainage tile. Grantee shall have the right to remove any drainage tiles within and relocate said drainage tiles on the Easement Area at its sole cost and expense. Grantee will repair or caused to be repaired any drainage tiles damaged by its activities on the Easement Area and will pay crop damages as provided in the Easement Side Letter if any crops are flooded due to tiles broken by Grantee's activities.

28. **Exclusion of Consequential Damages.** In no event shall Grantor or Grantee or any of their respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for special, indirect, exemplary, punitive or consequential damages of any nature whatsoever connected with or resulting from the services rendered hereunder or from performance or non-performance of this Easement Agreement or any exhibit attached hereto, including without limitation damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable



and irrespective of whether such claims are based upon negligence, strict liability, contract, operation of law or otherwise.

29. **Indemnity.** Grantee shall defend, indemnify, and hold Grantor harmless from and against any and all damages, loss, liability and claims of liability, for damage to property of whatsoever kind or character, or for injury or death to persons, caused by the actions or omissions of Grantee, its agents, contractors, employees, guests, licensees, and permittees on or about the Property, or arising from Grantee's exercise of its rights under this Easement Agreement, provided such liability or loss is not due to the negligence or willful misconduct of Grantor.

30. **Insurance.** Grantee shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance protecting the Grantor against loss or liability caused by Grantee's occupation and use of, and activities on, the Property, in an amount not less than One Million Dollars (\$1,000,000.00) of combined single limit coverage per occurrence, accident or incident, which said amount may be satisfied by any combination of primary and excess policies. Grantee shall promptly deliver annually a certificate of such insurance to Grantor.

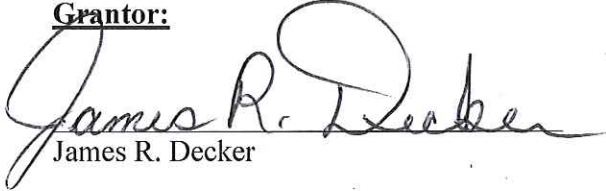
31. **New York Code of Conduct.** Grantor shall immediately notify Grantee if Grantor should become a Municipal Officer or a Relative of a Municipal Officer, or otherwise act on behalf of a Municipal Officer as such terms are defined in the Code of Conduct Agreement effective as of August 19, 2009 by and between the State of New York and Horizon Wind Energy LLC, a Delaware limited liability company.

[SIGNATURES FOLLOW ON NEXT PAGE]

A handwritten signature in black ink, appearing to be 'Jae', with a horizontal line extending to the right.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as set forth below.


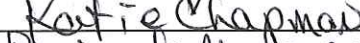

Grantor:


James R. Decker


Christine I. Decker

Grantee:

Arkwright Summit Wind Farm LLC,
a Delaware limited liability company

By: 
Name: 
Title: 



ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) ss.
COUNTY OF Chautauque)

On this 10th day of October, 2013, before me, personally appeared **James R. Decker and Christine I. Decker**, 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 on behalf of which the individual(s) acted, executed the instrument.

Lori M. Richardson
Notary Public

LORI M. RICHARDSON
Notary Public, State of New York
Qualified in Chautauque County
No. 01R16252802
My Commission Expires December 12, 2015

Jde

STATE OF NEW YORK)
COUNTY OF Albany) ss.

On this 11th day of October, 2013, personally appeared Katie Chapman, authorized representative, 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 on behalf of which the individual(s) acted, executed the instrument.

Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

Jee

EXHIBIT A

Legal Description of Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF POMFRET, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

All that certain tract of land situate in the Town of Pomfret, Chautauqua County, State of New York designated on the Town of Sheridan Tax Map Section No. 131 as Parcel No. 131.00-1-32 (old # 5-2-14.2), which said land is contained in a *Deed* given by Howard H. Ferry and Doris J. Ferry to James R. Decker and Christine I. Decker dated June 14, 2000 and recorded on July 10, 2000 in the Chautauqua County Clerk's Office in Book 2445 of Deeds at Page 584, to which reference is made for a more detailed description and incorporated herein.



EXHIBIT B

Legal Description of Easement Area

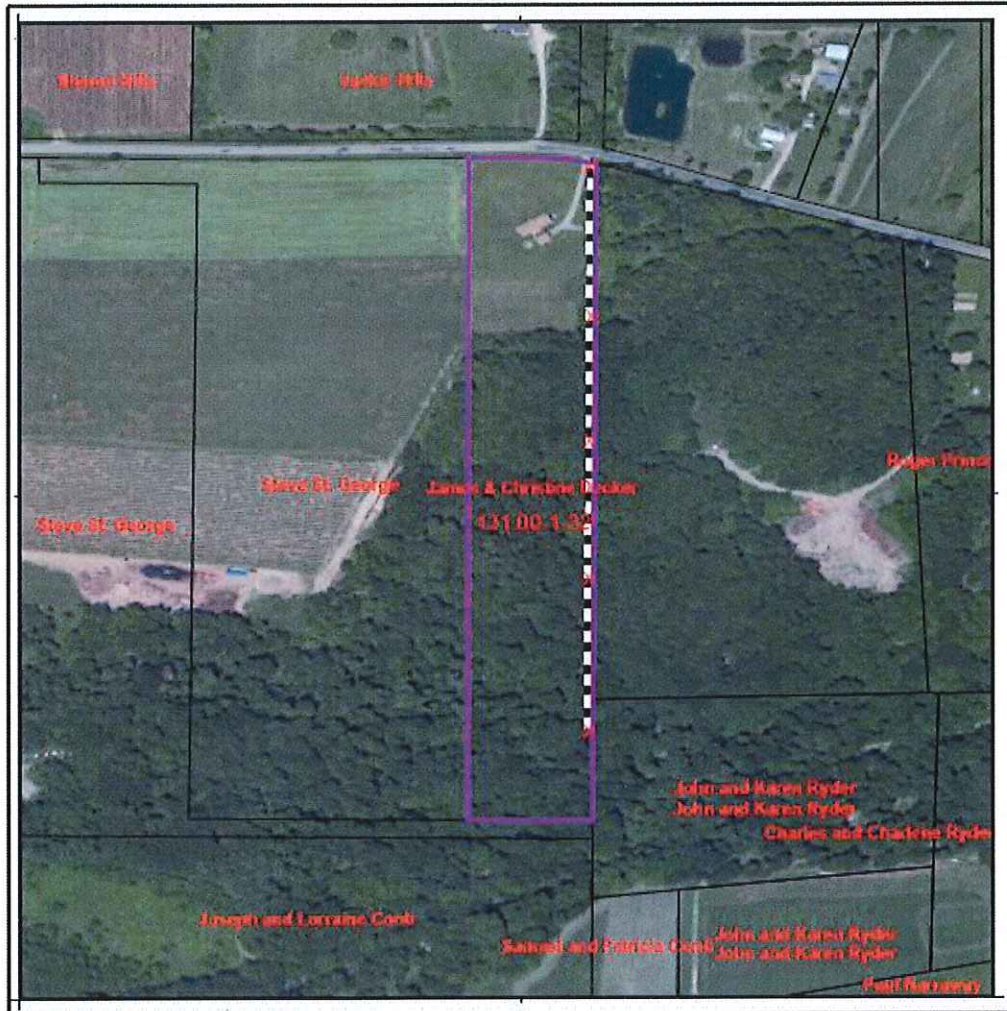
A one hundred fifty (150) foot strip of land out of the following:

All that certain tract of land situate in the Town of Ponfret, Chautauqua County, State of New York designated on the Town of Sheridan Tax Map Section No. 131 as Parcel No. 131.00-1-32 (old # 5-2-14.2), which said land is contained in a *Deed* given by Howard H. Ferry and Doris J. Ferry to James R. Decker and Christine I. Decker dated June 14, 2000 and recorded on July 10, 2000 in the Chautauqua County Clerk's Office in Book 2445 of Deeds at Page 584, to which reference is made for a more detailed description and incorporated herein, and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

A handwritten signature in black ink, appearing to be 'J.R. Decker', with a horizontal line extending to the right.

EXHIBIT B-1

Map Generally Depicting the Property



James and Christine Decker
131.00-1-32



Jad



CHAUTAUQUA COUNTY - STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

1082-521-049

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: DE2014003189

Receipt#: 201406109897

Clerk: KS

Rec Date: 06/12/2014 10:22:04 AM

Doc Grp: D

Descrip: AMEND/DEEDS/TP

Num Pgs: 10

Rec'd Frm: TITLE ASSOCIATES INC

Party1: DEMME LIVING TRUST /TR

Party2: ARKWRIGHT SUMMIT WIND FARM LLC

Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Notations	0.50
TP584	5.00

Sub Total: 95.50

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 95.50

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

***** Transfer Tax *****
 Transfer Tax #: TT2014004090
 Consideration: 0.00

Total: 0.00

WARNING***

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore
Chautauqua County Clerk

Record and Return To:

TITLE ASSOCIATES INC
825 THIRD AVENUE
NEW YORK, NEW YORK 10022

Prepared By:

General Counsel @ Arkwright Summit Wind Farm LLC
808 Travis, Suite 700, Houston, TX 77002

When recorded, mail to:

Suzanne Ng [TA#11-073] @ Title Associates
825 Third Avenue, 30th Fl, NY, NY 10022

AMENDED AND RESTATED MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Amended and Restated Memorandum"), is made and entered into as of February 25, 2014 (the "Effective Date"), by and between Vincent N. Demme, Jr., Trustee, and Jennifer Demme, Trustee, as Co-Trustees of the Demme Living Trust under Trust Agreement dated November 9, 2009 (collectively and individually, as the case may be, "Lessor") and New Grange Wind Farm, LLC, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party."

RECITALS

WHEREAS, Lessor, as successor in interest to Camp Aloha, L.L.C., and Lessee entered into that certain Wind Energy Lease and Agreement dated as of March 7, 2008 (the "Original Lease"), as evidenced by that certain Memorandum of Wind Energy Lease and Agreement dated March 7, 2008, and recorded on April 18, 2008, as Instrument No. DE 2008 001851, in Book 2650 of Deeds, Page 497, in the Office of the County Clerk of Chautauqua County, New York ("Original Memorandum"), as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement dated April 9, 2008, being further amended by that certain First Amendment to Memorandum of Wind Energy Lease and Agreement and Second Amendment to Wind Energy Lease and Agreement dated February 11, 2011 and recorded on April 1, 2011 as Instrument No. DE 2011 001369, in Book 2717 of Deeds, Page 592 in the Official Records, as assigned by that certain Assignment of Wind Energy Lease and Agreement by and between Camp Aloha, LLC, a New York limited liability company, Joseph Frey and Vince N. Demme, Jr., collectively as "Assignor", and Vincent N. Demme, Jr., Trustee, and Jennifer Demme, Trustee, as Co-Trustees of the Demme Living Trust under Trust Agreement dated November 9, 2009, as "Assignee", dated January 22, 2013 and recorded on March 8, 2013 as Instrument No. DE2013001901 in the Official Records (collectively the "Lease"), which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

2650
497

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and

other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor desire to amend and restate the Original Memorandum as more particularly set forth below, in order to modify certain provisions of the Original Memorandum to be consistent with the terms of the Lease.

WHEREAS, Lessee and Lessor have executed and acknowledged this Amended and Restated Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth in the Lease. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and

equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking and environmental, biological, cultural and other tests and studies including but not limited to geotechnical drilling and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication

lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by law.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of a Project, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects (collectively and each, an "Access Easement"); and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the

benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (1) four (4) year period (each, an "Extended Term"). The Development Term and the Extended Term(s) are sometimes collectively referred to hereafter as the "Term."

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any improvements installed by Lessee on the Property, and Lessee may remove any or all improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Amended and Restated Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Amended and Restated Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Amended and Restated Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Amended and Restated Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Amended and Restated Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an

estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Amended and Restated Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Amended and Restated Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

10. Amendment and Restatement. This Amended and Restated Memorandum amends, restates and supersedes the Original Memorandum in its entirety and in all respects.

11. Priority. The Parties acknowledge that the Original Memorandum gave notice of the Lease with established priority as against other encumbrances against the Property, and the Parties intend that this Amended and Restated Memorandum shall not affect the priority of the Lease.

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Memorandum as set forth below.

“LESSEE” Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: Brian J. Danneback
Name: Brian J. Danneback
Title: Project Manager

“LESSOR” Demme Living Trust

Vincent N. Demme, Jr.
Vincent N. Demme, Jr., Co-Trustee

Jennifer Demme
Jennifer Demme, Co-Trustee

**ACKNOWLEDGEMENT
FOR THE LESSEE**

STATE OF New York)
COUNTY OF Albany) SS:

On this 25th day of February, 2014, before me personally appeared Brian Demme, to me known to me to be the personal representative of Arkwright Summit Wind Farm LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

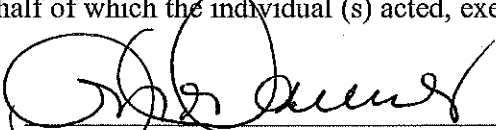
Wendy S. Kingland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF FLORIDA)
) ss:
COUNTY OF Charlotte)


On this 21st day of FEBRUARY, 2014, before me personally appeared Vincent N. Demme, Jr., Co-Trustee of the Demme Living Trust, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

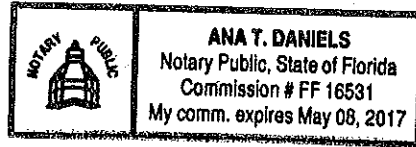


Notary Public

STATE OF FLORIDA
COUNTY OF CHARLOTTE

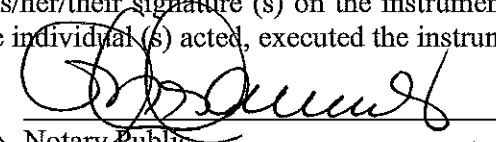
This instrument was acknowledged before me this 21 day of FEBRUARY 2014 by Vincent N. Demme Jr who is personally known to me or who has produced FL01 D502874473100 as proper identification.


Signature of Notary 5/8/2017
My Commission Expires



STATE OF FLORIDA)
) ss:
COUNTY OF Charlotte)

On this 21st day of FEBRUARY, 2014, before me personally appeared Jennifer Demme, Co-Trustee of the Demme Living Trust, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.



Notary Public

STATE OF FLORIDA
COUNTY OF CHARLOTTE

This instrument was acknowledged before me this 21 day of FEBRUARY 2014 by JENNIFER DEMME who is personally known to me or who has produced FL01 D50460495850 as proper identification.


Signature of Notary 5/8/2017
My Commission Expires

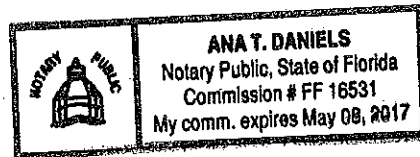


EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY CONSISTING OF 204.50 ACRES, LOCATED IN THE TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

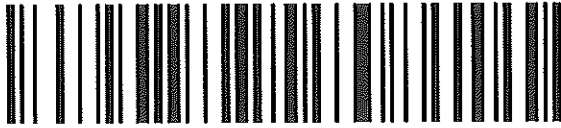
ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright, Tax Map No. 167.00 as Parcel Numbers 167.00-1-18.2.1 and 167.00-1-7, which said land is contained in a *Warranty Deed with Lien Covenant* from Camp Aloha, LLC to Vincent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



CHAUTAUQUA COUNTY – STATE OF NEW YORK
 SANDRA K. SOPAK COUNTY CLERK
 1 North Erie St, PO Box 170, Mayville, New York 14757

1082-521-065

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



INSTRUMENT #: DE2013003106

Receipt#: 201306082596
 Clerk: KS
 Rec Date: 06/04/2013 02:52:26 PM
 Doc Grp: D
 Descrip: MEMO OF LEASE
 Num Pgs: 10
 Rec'd Frm: STEWART TITLE INSURANCE CO

Party1: DIETZEN TERRENCE A
 Party2: ARKWRIGHT SUMMIT WIND FARM LLC
 Town: ARKWRIGHT

Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 95.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 95.00

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

***** Transfer Tax *****
 Transfer Tax #: TT2013003721
 Consideration: 0.00

Total: 0.00

Record and Return To:

TITLE ASSOCIATES
 825 THIRD AVE 30TH FLOOR
 NEW YORK, NEW YORK 10022

WARNING***

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra K. Sopak
 Chautauqua County Clerk

4

Prepared By:
General Counsel @ Arkwright Summit Wind Farm LLC
808 Travis, Suite 700, Houston, TX 77002
When recorded, mail to:
Suzanne Ng [TA#11-073] @ Title Associates
825 Third Avenue, 30th Fl, NY, NY 10022

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of April 26, 2013 (the "Effective Date"), between Terrence A. Dietzen and Astrid M. Dietzen, husband and wife as Tenants by the Entirety (collectively and individually, the "Lessor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party."

RECITALS

WHEREAS Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated April 26, 2013 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth in the Lease. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking and environmental, biological, cultural and other tests and studies including but not limited to geotechnical drilling and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference,

and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by law.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of a Project, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular

and pedestrian ingress, egress and access to and from one or more Projects (collectively and each, an "Access Easement"); and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (1) four (4) year period (each, an "Extended Term"). The Development Term and the Extended Term(s) are sometimes collectively referred to hereafter as the "Term."

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any improvements installed by Lessee on the Property, and Lessee may remove any or all improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum

shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.


10. Amendment and Restatement. This Memorandum amends, restates and supersedes the Original Memorandum in its entirety and in all respects.

11. Priority. The Parties acknowledge that the Original Memorandum gave notice of the Lease with established priority as against other encumbrances against the Property, and the Parties intend that this Memorandum shall not affect the priority of the Lease.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

"LESSEE" Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: 
Name: Katie Chapman
Title: Project Manager

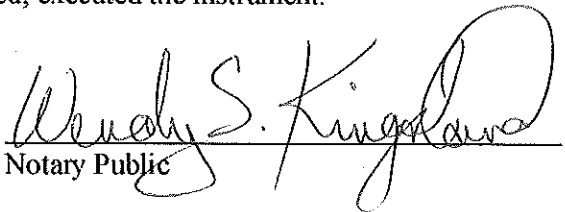
"LESSOR" 
Terrence A. Dietzen


Astrid M. Dietzen

**ACKNOWLEDGEMENTS
FOR THE LESSOR**

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

On this 25th day of April, 2013, before me personally appeared **Terrence A. Dietzen** and **Astrid M. Dietzen** husband and wife, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.



Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

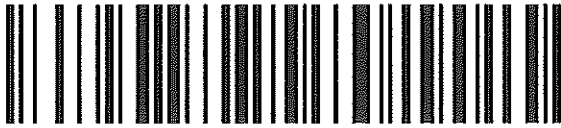
All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map as Parcel No. 150.00-1-33 (old # 5-1-32), which said land is contained in a *Warranty Deed with Lien Covenant* given by Jack D. White and Beverly J. White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



CHAUTAUQUA COUNTY - STATE OF NEW YORK
 SANDRA K. SOPAK COUNTY CLERK
 1 North Erie St, PO Box 170, Mayville, New York 14757

1082-521-024

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



INSTRUMENT #: DE2013003101

Receipt#: 201306082596
 Clerk: KS
 Rec Date: 06/04/2013 02:52:26 PM
 Doc Grp: D
 Descrip: AMENDED MEM LSE
 Num Pgs: 10
 Rec'd Frm: STEWART TITLE INSURANCE CO

Party1: DISAVERIO DAVID W
 Party2: ARKWRIGHT SUMMIT WIND FARM LLC

Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Notations	0.50
TP584	5.00

Sub Total: 95.50

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 95.50

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

***** Transfer Tax *****
 Transfer Tax #: TT2013003716
 Consideration: 0.00

Total: 0.00

Record and Return To:

TITLE ASSOCIATES
 825 THIRD AVE 30TH FLOOR
 NEW YORK, NEW YORK 10022

WARNING***

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra K. Sopak
 Chautauqua County Clerk

Prepared By:
General Counsel @ Arkwright Summit Wind Farm LLC
808 Travis, Suite 700, Houston, TX 77002

When recorded, mail to:
Suzanne Ng [TA#11-073] @ Title Associates
825 Third Avenue, 30th Fl, NY, NY 10022

AMENDED AND RESTATED MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Amended and Restated Memorandum"), is made and entered into as of May 10, 2013 (the "Effective Date"), between David W. DiSaverio and Melinda A. DiSaverio (collectively and individually, the "Lessor") and Pickett Brook Wind Farm LLC, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party."

RECITALS

WHEREAS, Lessor, as successor in interest to Paul J. Rosten, and Lessee entered into that certain Wind Energy Lease and Agreement dated July 23, 2007 (the "Lease"), as evidenced by that certain Memorandum of Wind Energy Lease dated July 23, 2007 and recorded on January 15, 2008 as Instrument No. DE 2008 000182, in Book 2644, Page 197, in the Official Public Records of Chautauqua County, New York (the "Original Memorandum"), as assigned by that certain Assignment of Wind Energy Lease and Agreement by and between Barbara A. Rosten, as Trustee and as Executor of the Last Will and Testament of Paul J. Rosten, a/k/a Paul Rosten, deceased, as Assignor, and David W. DiSaverio and Melinda A. DiSaverio, as Assignee, dated October 15, 2010 and recorded on March 29, 2011 as Instrument No. DE 2011 001286, in Book 2717, Page 308 in the Official Records, which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

2644
197

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor desire to amend and restate the Original Memorandum as more particularly set forth below, in order to modify certain provisions of the Original Memorandum to be consistent with the terms of the Lease.

add

WHEREAS, Lessee and Lessor have executed and acknowledged this Amended and Restated Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth in the Lease. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking and environmental, biological, cultural and other tests and studies

including but not limited to geotechnical drilling and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by law.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of a Project, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof.

Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects (collectively and each, an "Access Easement"); and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (1) four (4) year period (each, an "Extended Term"). The Development Term and the Extended Term(s) are sometimes collectively referred to hereafter as the "Term."

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any improvements installed by Lessee on the Property, and Lessee may remove any or all improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Amended and Restated Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Amended and Restated Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Amended and Restated Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Amended and Restated Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Amended and Restated Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Amended and Restated Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Amended and Restated Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

10. Amendment and Restatement. This Amended and Restated Memorandum amends, restates and supersedes the Original Memorandum in its entirety and in all respects.

11. Priority. The Parties acknowledge that the Original Memorandum gave notice of the Lease with established priority as against other encumbrances against the Property, and the Parties intend that this Amended and Restated Memorandum shall not affect the priority of the Lease.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Memorandum as set forth below.

“LESSEE” Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: Katie Chapman
Name: Katie Chapman
Title: Project Manager

“LESSOR” David W. DiSaverio
David W. DiSaverio

Melinda A. DiSaverio
Melinda A. DiSaverio

**ACKNOWLEDGEMENT
FOR THE LESSEE**

STATE OF New York,
COUNTY OF Albany) ss:

On this 10th day of May, 2013, before me personally appeared Katie Chapman, to me known to me to be the authorized representative of Arkwright Summit Wind Farm LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Wendy S. Kingsland
Notary Public

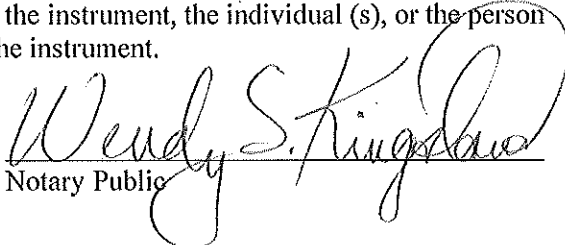
WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

add

**ACKNOWLEDGEMENTS
FOR THE LESSOR**

STATE OF NEW YORK)
COUNTY OF Saratoga) ss:

On this 9th day of May, 2013, before me personally appeared **David W. DiSaverio and Melinda A. DiSaverio**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.


Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County 14
Commission Expires Nov. 13, 2014

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality

of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by Law

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such

terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

ACKNOWLEDGEMENTS
FOR THE LESSEE

STATE OF New York)
COUNTY OF Albany) ss:

On this 13th day of May, 2008, before me personally appeared Patrick Boyle, to me known to me to be the Authorized Representative of New Grange Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Wendy S. Kingland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 12, 2010

ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF New York)
) ss:
COUNTY OF Chautauque

On this 30th day of April, 2008, before me, the undersigned, a notary public in and for said State, personally appeared **Rev. Richard J. Gill**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Shelby A Briggs
Notary Public

SHELBY A BRIGGS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BR5079024
Qualified in Chautauque County
My Commission Expires June 02, 2011

STATE OF New York)
) ss:
COUNTY OF Chautauque

On this 30th day of April, 2008, before me, the undersigned, a notary public in and for said State, personally appeared **Rev. A.J. Donohue**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Shelby A Briggs
Notary Public

SHELBY A BRIGGS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BR5079024
Qualified in Chautauque County
My Commission Expires June 02, 2011

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST

SYRACUSE NY 13202

DUNNING
JAMES ^D/_E, SR
PICKETT BROOK WIND FARM LLC

Index DEED BOOK
Book 02656 Page 0818
No. Pages 0010
Instrument MEMO OF LEASE
Date : 7/17/2008
Time : 2:41:04
Control # 200807170214
INST# DE 2008 003584
TRTX# TT 2008 005150
Employee ID COOK

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



1082-521-41



AFTER RECORDED MAIL TO:

Stewart Title Insurance Co.
401 S. Salina Street, 8th Fl.
Syracuse, NY 13202

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of October 1st, 2007 (the "Effective Date"), between James D. Dunning, Sr. ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated October 1st, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

7132963

9
10/1/07 10:11 AM

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE:

Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: _____
Name: **Michael P. Skelly**
Title: **Chief Development Officer**

add

LESSOR:

James D. Dunning Sr.
James D. Dunning, Sr.

ACKNOWLEDGEMENTS
FOR THE LESSEE

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 5th day of November, 2007, before me personally appeared Michael P. Skelly, to me known to me to be the Chief Development Officer of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Bethany B. Roach
Notary Public

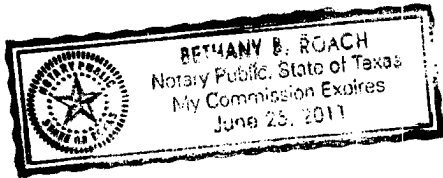


EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

2004-007941-1-1-26-58-55

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

FITZGERALD
GAIL
PICKETT BROOK WIND FARM LLC

Index DEED BOOK
Book 02631 Page 0466
No. Pages 0010
Instrument LEASE
Date : 7/31/2007
Time : 4:08:04
Control # 200707310260
INST# DE 2007 004191
TRTX# TT 2007 006002
Employee ID COOK

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



X

AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of MAY 15, 2007 (the "Effective Date"), between Gail Fitzgerald ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated MAY 15, 2007(the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

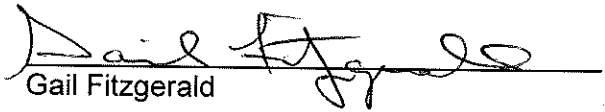
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: 
Name: Michael P. Skelly
Title: Chief Development Officer

LESSOR:


Gail Fitzgerald

www/llp

081411007
16556

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 5 day of June, 2007, before me personally appeared Michael P. Skelly Chief Op. officer of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public



EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

BOOK 2619 PAGE 978

Chautauqua County Clerk

Return To:

PICKETT BROOK WIND FARM LLC
C/O HORIZON WIND ENG
808 TRAVIS STE 700
HOUSTON TX 77002

Index DEED BOOK
Book 02644 Page 0227
No. Pages 0010
Instrument MEMO OF LEASE
Date : 1/15/2008
Time : 1:19:56
Control # 200801150109

INST# DE 2008 000185
TRTX# TT 2008 002615
Employee ID COOK

HALICKI
RUDOLPH
PICKETT BROOK WIND FARM LLC

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$.00
Transfer Tax	\$.00

Sandra K. Sopak
County Clerk



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AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of July 18th, 2007 (the "Effective Date"), between Rudolph Halicki ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated July 18th, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):
 -

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2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4 Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5 Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE:

Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By:

Name: Michael P. Skelly

Title: Chief Development Officer

www/BBK

LESSOR:

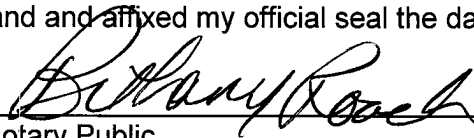
Rudolph Halicki
Rudolph Halicki

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 27th day of July, 2007, before me personally appeared Michael P. Skelly, to me known to me to be the Chief Development Officer of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public



EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

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

1082-521-21

Chautauqua County Clerk

Return To:

PICKETT BROOK WIND FARM LLC
C/O HORIZON WIND ENG
808 TRAVIS STE 700
HOUSTON TX 77002

ANTOINETTE HARRIS LIVING TRUST
/TR
PICKETT BROOK WIND FARM LLC

Index DEED BOOK

Book 02644 Page 0207

No. Pages 0010

Instrument MEMO OF LEASE

Date : 1/15/2008

Time : 1:19:56

Control # 200801150107

INST# DE 2008 000183

TRTX# TT 2008 002613

Employee ID COOK

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



0026440207

X

AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of July 20, 2007 (the "Effective Date"), between Antoinette Harris, Trustee of the Antoinette Harris Living Trust ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated July 20, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

No #

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

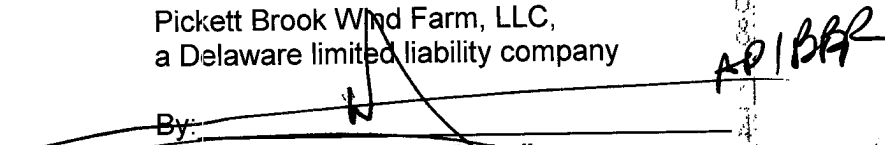
8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: 
Name: Michael P. Stelly
Title: Chief Development Officer

LESSOR: Antoinette Harris Living Trust

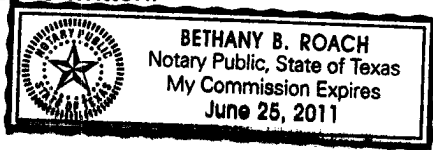

Antoinette Harris, Trustee

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 30th day of July, 2007, before me personally appeared Michael P. Skelly, to me known to me to be the Chief Dev. Officer of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Bethany Roach
Notary Public

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Chautauqua County Tax Map as Section No. 132, Parcel No. 132-1-5 (old # 1-1-22), which said land is contained in a *Deed* given by Antoinette Harris to Antoinette Harris, Trustee of the Antoinette Harris Living Trust dated August 22, 2003 and recorded on September 26, 2003 in the Chautauqua County Clerk's Office under Instrument No. 2003-004975, Book 2526 of Deeds, Page 932, to which reference is made for a more detailed description and incorporated herein.



A wind farm owned by Arkwright Summit Wind Farm LLC

Arkwright Summit Wind Farm
52 James Street
Albany, NY 12207

518.426.1650 phone
518.426.1653 fax

August 5, 2015

VIA FEDERAL EXPRESS

Jackie L. Hills
3604 Webster Road
Fredonia, New York, 14063

Re: Right of Entry to Conduct Physical Investigations and Other Activities

Dear Jackie:

As discussed, the purpose of this letter is to memorialize the agreement between Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Wind Company") and you ("Owner") regarding conducting physical investigations and other activities described below on Owner's property in Chautauqua County, New York, described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Pomfret, Chautauqua County, New York, designated on the Town of Pomfret Tax Map No. 131, as Parcel No. 00-1-31, which said land is contained in a Warranty Deed made by Sharon J. Hills to Jackie L. Hills dated February 29, 1998 and recorded on April 2, 1998, in the Chautauqua County Clerk's Office in Book 02384 of Deeds at page 0741, which reference is made for a more detailed description and incorporated herein.

(the "Property").

As such, by signing this letter below, Owner and Wind Company agree as follows:

1. Entry on the Property. Wind Company and its representatives, permittees, agents, independent contractors and affiliates shall have the right and license ("License") to enter onto the Property for the purpose of the following activities:

EDP Renewables North America LLC

Corporate Headquarters 808 Travis Street, Suite 700, Houston, TX 77002 T: 713.265.0350 F: 713.265.0365

www.edpr.com



1.1 Conducting physical investigations thereof and detailed constructability review and obtaining any and all information regarding the Property as Wind Company deems appropriate, including, without limitation, engineering, electrical resistivity and survey/ALTA studies, soil, geotechnical, testing, and other tests, including but not limited to geotechnical drilling, and environmental, biological, cultural analyses, and to determine whether the Property is suitable for Wind Company's intended use.

Wind Company's entry on the Property shall not, under the circumstances then existing, unreasonably interfere with Owner's use of the Property. If Owner's septic tank is driven across and/or damaged due to Wind Company's activities on the Property, Wind Company shall be responsible for the repairs associated with such damages. Wind Company shall hold Owner harmless from and against any loss, liability or damage, including reasonable attorneys' fees and costs, resulting from the activities of Wind Company, or Wind Company's representatives, agents, permittees, affiliates and independent contractors, on the Property, and from and against any mechanic's liens or claims of lien resulting therefrom. Wind Company shall have the right to clear and cut only those bushes, trees, timber or other hazards reasonably necessary in order to (i) conduct its physical investigations in the drilling area (which will be on the site of proposed infrastructure and (ii) use existing access roads on the Property. On or before expiration or earlier termination of this License, Wind Company, at its expense, shall cover up all pit holes, trenches or other borings or excavations made by Wind Company but shall not replace the bushes, trees or timber removed from the drilling area.

2. Term. The License will be for a term of six (6) months, commencing on the date set forth next to Owner's signature below.

3. Consideration. Upon receiving a copy of this letter, Wind Company will send Owner a check for One Thousand Dollars (\$1,000.00) which will constitute payment in full for the License and the other promises of Owner contained in this letter.

4. Insurance. Wind Company will obtain, and keep in effect during the term of the License, a broad form commercial general liability insurance policy with a limit of no less than \$1,000,000 combined single limit coverage per occurrence.

5. Representations. Owner represents and warrants to Wind Company that (a) Owner is the sole fee owner of the Property, (b) each person or entity signing this letter on behalf of Owner is authorized to do so, (c) Owner has the unrestricted legal power, right and authority to enter into this letter and to grant the License to Wind Company, and this letter and the License are and will be in full force and effect, without the necessity of any consent of or joinder herein by any other person or entity, and (d) there are no commitments or agreements with any governmental agency or public or private utility affecting the Property or any portion thereof that have not been disclosed in writing by Owner to Wind Company.



JLH

6. Further Assurance. Owner agrees to i) furnish upon request to Wind Company such further information, ii) execute and deliver to Wind Company such other documents, and iii) do such other acts and things, all as Wind Company reasonably request for the purpose of carrying out the intent of this License and the documents referred to in this License.

7. Miscellaneous. Wind Company may freely transfer or assign all or any portion of Wind Company's right, title or interest under this letter and in the License. Wind Company may terminate this License at any time. The provisions of this License bind the parties hereto and each and all of their respective heirs, legal representatives, successors and assigns. Owner acknowledges that the work contemplated under this License is not the beginning of construction or of civil works. This letter is to be construed equally as between and against Owner and Wind Company, and not against the party responsible for its drafting. This letter will be governed by and construed in accordance with the laws of the State of New York. In the event that this letter is not signed by one or more of the persons or entities comprising the Owner herein, or by one or more persons or entities holding an interest in the Property, then this letter will nonetheless be effective, and will bind all those persons and entities who have signed this letter. This letter may be executed in counterparts. Wind Company has the right to disclose this License in its entirety to its lenders, attorneys, accountants and other financial advisors, to prospective investors in, and purchasers and insurers of any project in connection with this License ("Project"), any Project participant landowner, to any governmental authority in connection with the issuance or enforcement of any permit, entitlement, approval or authorization pertaining to a Project, or where required by law or pursuant to lawful process, subpoena or court order.

8. Waiver of Consequential Damages. In no event shall Wind Company or Owner or any of their respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for special, indirect, exemplary, punitive or consequential damages of any nature whatsoever connected with or resulting from the services rendered hereunder or from performance or non-performance of this License or any exhibit attached hereto, including without limitation damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability, contract, operation of law or otherwise.

9. New York Code of Conduct. Owner shall immediately notify Wind Company if Owner should become a Municipal Officer or a Relative of a Municipal Officer, or otherwise act on behalf of a Municipal Officer as such terms are defined in the Code of Conduct Agreement effective as of August 19, 2009 by and between the State of New York and EDP Renewables North America, a Delaware limited liability company, formerly known as Horizon Wind Energy LLC, a Delaware limited liability company.

[Signatures on next page]



Jackie L. Hills
August 5, 2015
Page 4

Please indicate your agreement with the above by signing a copy of this letter in the space provided below, and returning that signed copy to the above address.

Very truly yours,

Arkwright Summit Wind Farm LLC,
a Delaware limited liability company

By: Jeffrey Nemeth
Name: Jeffrey Nemeth
Title: Project Manager

Owner makes the foregoing grant of the License and agrees to the terms and conditions set forth above in this letter.

Date: 8/7, 2015

Jackie L. Hills
Jackie L. Hills



JLH

WHEN RECORDED RETURN TO:

Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

FIRST AMENDMENT TO SHORT FORM OF OPTION AGREEMENT

THIS FIRST AMENDMENT TO SHORT FORM OF OPTION AGREEMENT (“**Amendment to Short Form**”) is made and entered into as of June 15, 2015 (the “**Effective Date**”) by and between Sharon J. Hills (“**Optionor**”) and Arkwright Summit Wind Farm LLC, a Delaware limited liability company (“**Optionee**”). Optionor and Optionee may hereafter be referred to as, together, the “**Parties**” and each, a “**Party**”.

RECITALS

WHEREAS, Optionor is the owner of that certain real property described in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Property**”).

WHEREAS, Optionor and Optionee have entered into an unrecorded Option Agreement dated May 10, 2013 (the “**Option Agreement**”) as evidenced by that certain Short Form of Option Agreement dated May 10, 2013 (“**Short Form**”, together with the Option Agreement, the “**Agreement**”) recorded on June 4, 2013 as Instrument Number DE2013003105 in the Office of the Country Clerk of Chautauqua County, New York, for an option in favor of Optionee to purchase a portion of the Property from Optionor as more particularly shown and described on Exhibit A-1 and Exhibit A-2 attached to the Agreement (the “**Purchase Property**”).

WHEREAS, Optionor and Optionee desire to amend the Agreement to increase the acreage and the legal description of the Purchase Property as more fully set forth below.

WHEREAS, the Parties have executed and acknowledge this Amendment to Short Form and are recording the same for the purpose of providing constructive notice of the Agreement and this Amendment to Short Form and Optionee’s rights thereunder.

NOW, THEREFORE, for good and valuable consideration paid to Optionor, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee hereby agree as follows:

AGREEMENT

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Agreement.

2. Amendment. The Short Form is amended and modified as follows:

Location and Description of Purchase Property. Exhibit A-1 which shows the approximate location of the Purchase Property and Exhibit A-2, which contains the legal description of the Purchase Property, attached to the Short Form, are hereby amended and deleted in their entirety and are replaced with the approximate location and description set forth in the Exhibit A-1 and Exhibit A-2 attached hereto. The Parties agree that the Purchase Property is increased from approximately Four and 2/100 (4.2) acres of land to approximately Six and 1/100 (6.1) acres of land as more particularly shown and described in the attached Exhibit A-1 and Exhibit A-2.

3. Force and Effect. Except as expressly amended herein, the Agreement is ratified and confirmed in each and every respect, and the Agreement shall continue to be in full force and effect.

4. Governing Law. Each Party consents to the exclusive jurisdiction of the county courts sitting in Chautauqua County, New York in any action or claim of, under or in connection with this Amendment to Short Form or the transactions contemplated by this Amendment to Short Form.

5. Counterparts. This Amendment to Short Form may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

6. Successors and Assigns. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to this Amended Short Form and the Agreement and the covenants, terms and provisions set forth herein and therein, which covenants, terms and provisions shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of Optionor and Optionee and any other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Short Form as of the Effective Date.

OPTIONEE: Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: Jeffrey Nemeth
Name: Jeffrey Nemeth
Title: Authorized Representative

NA

OPTIONOR:

Sharon J. Hills
Sharon J. Hills

ACKNOWLEDGMENTS

STATE OF New York,
COUNTY OF Chautauque) ss:

On this 9th day of June, 2015, before me, the undersigned, a notary public in and for said State, personally appeared Sharon J. Hills personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Wendy S. Kingstand
Notary Public
WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2018

STATE OF New York
COUNTY OF Albany) ss:

On this 5th day of June, 2015, before me personally appeared Jeffrey Nemeth, to me known to me to be the authorized representative of Arkwright Summit Wind Farm LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Wendy S. Kingstand
Notary Public
WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2018

**EXHIBIT "A" TO THE
FIRST AMENDMENT TO SHORT FORM OF OPTION AGREEMENT**

Description of the Optionor's Property

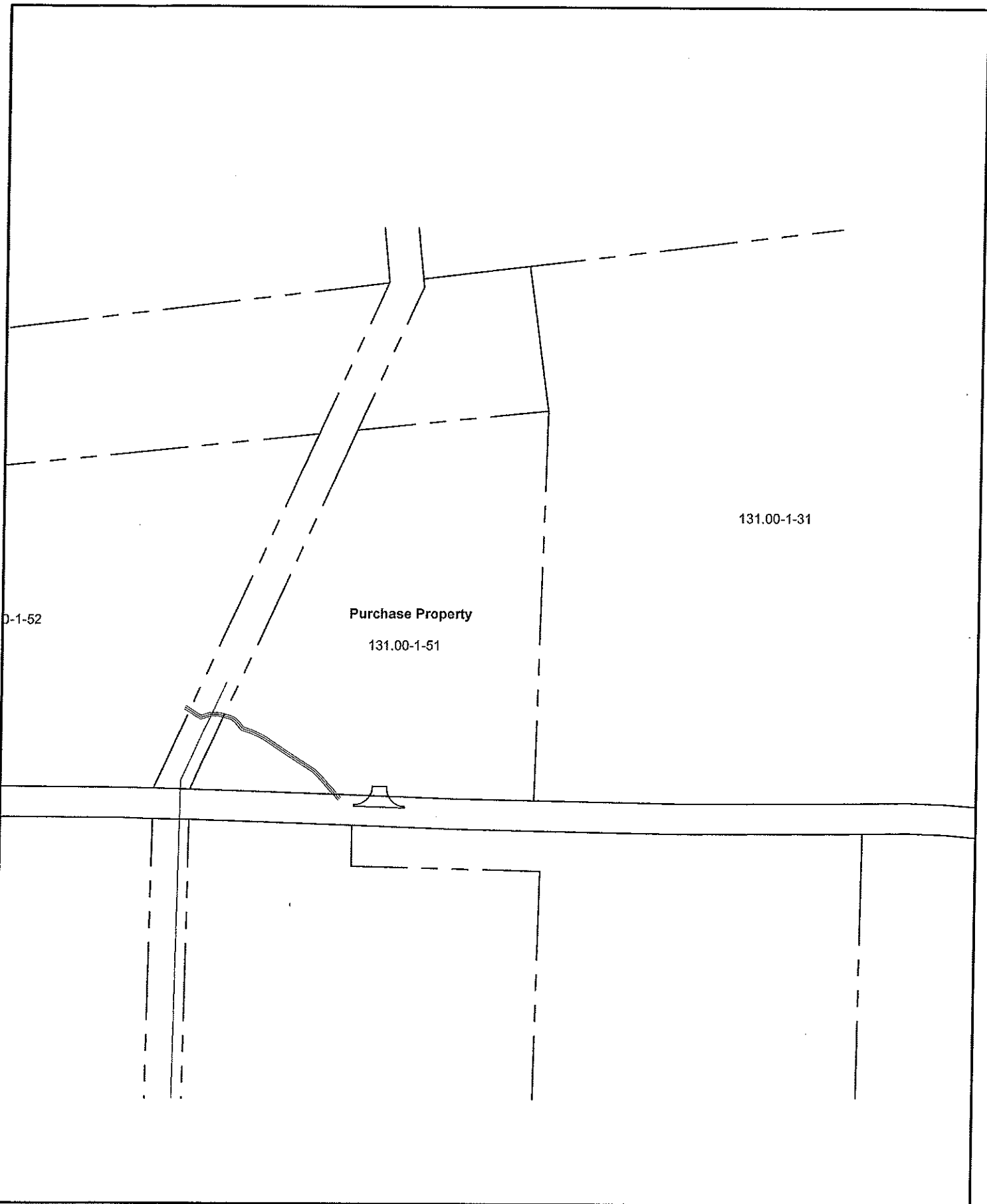
THE FOLLOWING REAL PROPERTY LOCATED IN THE TOWN OF POMFRET, COUNTY OF CHATUAUQUA, STATE OF NEW YORK:

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

Tax Parcel Number 131.00-1.51

**EXHIBIT "A-1" TO THE
FIRST AMENDMENT TO SHORT FORM OF OPTION AGREEMENT**

Map of Approximate Location of the Purchase Property



**ARKWRIGHT SUBSTATION LAYOUT
(HILLS PROPERTY)**

VERSION:	Rev 3
DRAWN BY:	JCK
DATE:	FEB 2013
SCALE:	1" = 200'

FIGURE

**EXHIBIT A-2 TO THE
FIRST AMENDMENT TO SHORT FORM OF OPTION AGREEMENT**

Final Description of the Purchase Property

To be attached no later than (90) days prior to the Closing Date.

AFTER RECORDED MAIL TO:

Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of June 12, 2015 (the "Effective Date"), between The Holy Family Roman Catholic Church Society of the City of Buffalo, a religious corporation, located at 65 Ridgewood Road, Buffalo, New York 14220 ("Lessor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company, located at 808 Travis Street, Suite 700, Houston, Texas 77002 ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party."

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated June 12, 2015 (the "Lease") which affects and burdens that certain property located in Chautauqua County (the "County"), New York (the "State"), described on Exhibit "A" attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy in, on, over and under the Property and certain real property which is in the vicinity of the Property and in which Lessee has obtained certain rights or will obtain certain rights (collectively, "Wind Project Property").

WHEREAS, Holy Family Parish, Inc., a religious corporation, as grantee, acquired title to the Property pursuant to that certain deed of conveyance dated October 7, 1963 and recorded in the Chautauqua County Clerk's Office on October 17, 1963 in Liber 1228 of Deeds at page 101 (the "Vesting Deed"). Pursuant to that certain Order from State of New York Supreme Court: County of Chautauqua dated January 26, 2009, KL 2009.40, the court acknowledged in its order that The Holy Family Roman Catholic Church Society of the City of Buffalo, a religious corporation was the real grantee under the Vesting Deed as said grantee was misstated as "Holy Family Parish, Inc."

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, including all airspace thereof, for the following purposes (collectively, "Operations") and for the benefit of one or more Projects upon all of the terms and conditions set forth herein:

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other structures and equipment), and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "Generating Units"); (b) transmission facilities, including overhead (if reasonably necessary) and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead (if reasonably necessary) and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) laydown areas and maintenance yards; (g) utility installations; (h) signs; (i) fences and other safety and protection facilities; and (j) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking and environmental, biological, cultural and other tests and studies, including but not limited to geotechnical drilling and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units (and to the extent such

Generating Units are larger in installed nameplate capacity the Turbine Payment portion of the Operational Rent shall increase in accordance with Section 3.3.2A of the Lease and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property (if and as agreed in the site plan);

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. If and as agreed in the Site Plan, agreement which shall not be unreasonably denied, a seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if agreed in the Site Plan and reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement"). To the extent that access roads and collection lines run parallel to each other from one Generating Unit to another, said roads and lines will be located adjacent to each other to minimize the clearing of timber and removal of topsoil.

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by Law.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor

Easements”), and such Lessor Easements are or could be used for the benefit of a Project, then Lessor shall advise Lessee of the existence of such easements to the extent of his actual knowledge of same, and the same are hereby included in the Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of the Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a “Lessor Subeasement”). The term of each Lessor Subeasement shall run concurrently with the term of the Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of the Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a “Separate Easement”): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects (individually and collectively, the “Access Easement”); and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. For purposes of the Lease, the term “Project” means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an “Easement”): (a) to the extent permitted by Law, such Easement shall be appurtenant to the applicable leasehold estate, the Wind Project Property and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property and the Wind Project Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer, shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the “Development Term”) commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term commences.

4.1. Extended Term. Lessee shall have the right and option (the “Lease Extension Option”) to extend the term of the Lease for one twenty-eight (28) year period and thereafter for one

(1) four (4) year period (each, an “Extended Term”). The Development Term and the Extended Term(s) are sometimes collectively referred to hereafter as the “Term.”

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any improvements installed by Lessee on the Property, and Lessee may remove any or all improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

“LESSEE” Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: Jeffrey Nemeth
Name: Jeffrey Nemeth
Title: Authorized Representative

M

“LESSOR” The Holy Family Roman Catholic Church Society of the City of Buffalo, a religious corporation

By: + Richard J. Malone
Name: RICHARD J. MALONE
Title: BISHOP OF BUFFALO

ACKNOWLEDGEMENT
FOR THE LESSEE

STATE OF TEXAS)
) ss:
COUNTY OF Harris)

On this 02nd day of JUNE, 2015, before me personally appeared Jeffrey Nameth, to me known to me to be the Authorized Representative of Arkwright Summit Wind Farm LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



Maria A. Rodriguez
Notary Public

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST
SYRACUSE NY 13202

Index DEED BOOK
Book 02650 Page 0555
No. Pages 0017
Instrument EASEMENT
Date : 4/18/2008
Time : 1:33:29
Control # 200804180079
INST# DE 2008 001856
TRTX# TT 2008 003867
Employee ID COOK

HOSLER
DAVID JR
NEW GRANGE WIND FARM LLC

COUNTY	\$	62.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	81.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



0026500555



16

65555155155

**AGREEMENT FOR WAIVER OF SETBACK REQUIREMENT
AND GRANT OF EASEMENTS**

THIS AGREEMENT FOR WAIVER OF SETBACK REQUIREMENT AND GRANT OF EASEMENTS (this "Agreement") made and entered into this 26th day of February, 2008 (the "Effective Date"), by and between **David Hosler, Jr. and Michele Jones**, collectively referred to as "Owner" and **New Grange Wind Farm, LLC**, a Delaware limited liability company, hereafter referred to as "Company." Owner and Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

A. Owner (i) owns the property located in Chautauqua County, New York, designated on the Town of Arkwright Tax Map as parcel no. **149.00-1-58**, as more particularly described on **Exhibit A**, attached hereto and made a part hereof ("Owner's Property") consisting of approximately ten and 20/100 (10.20) acres, and (ii) has the right and authority to enter into this Agreement, described herein.

B. Company desires to install wind-powered turbines and generators capable of producing wholesale electricity, temporary and permanent meteorological towers, and associated appurtenances, equipment, facilities and roadways ("**Wind Power Facilities**") on adjacent property and other property located in the vicinity of the Owner's Property Chautauqua County, New York (the "**Wind Project Property**"), as a part of a renewable energy project ("**Project**"). The Wind Power Facilities may be closer to the property boundary with Owner's Property than allowed by the setback requirements ("**Setback Requirements**") set forth in the Town of Arkwright Zoning Ordinance - Article VI-A-Wind Energy Facilities, Local Law No. 2 of 2007 entitled "Wind Energy Facilities Law of the Town of Arkwright," as same may from time to time be amended ("**Zoning Law**").

C. Company desires to obtain a waiver of certain Setback Requirements of the Zoning Law from Owner for the development, installation, operation and maintenance of the Wind Power Facilities on the Wind Project Property and Owner is willing to grant Company such a waiver and Easements for Owner's Property on the terms and provisions set forth herein.

D. Section 662(E) of the Zoning Law sets forth the Setbacks Requirements. A copy of Section 662(E) of the Zoning Law is attached hereto and made a part hereof as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the consideration stated in the side letter between the Parties, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are hereby made a substantive part of this Agreement.

2. Owner's Waivers.

2.1 Owner hereby acknowledges that it has reviewed the Setback Requirements in Exhibit B attached hereto and is aware of and generally familiar with the nature of the Wind Power Facilities that are a part of the Project. Owner hereby waives the Setback Requirements in the Zoning Law for Owner's Property and structures thereon, including any residence, above-ground utilities and/or gas

No #

wells. The Owner consents to setbacks for the Wind Power Facilities being less than required by such Zoning Law. Further, if so requested by Company or any such affiliate, Owner shall, without demanding additional consideration therefore, (i) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Company or the Town of Arkwright in connection therewith and (ii) return the same thereto within ten (10) days after such request.

2.2 Owner agrees that Owner shall not make a claim against Company or any affiliate, member, shareholder, officer, director or agent of Company, or any present or subsequent owner or assignee of the Agreement or the Wind Project Property, for a violation of any requirements or limitations set forth or identified in Section 662(E) of the Zoning Law.

3. Grant of Easements. Owner irrevocably grants to Company, the following perpetual and exclusive easements (“**Easements**”) or, over, under, upon, along and across Owner’s Property on the terms and provision hereafter set forth:

3.1 An easement, right and entitlement on, over, under, upon, along and across Owner’s Property for any audio, visual, view, light, sound, vibration, air turbulence, wake, electromagnetic, radio frequency, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on the Wind Project or (b) facilities now or hereafter located on the Wind Project Property.

3.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Owner’s Property; and

3.3. An exclusive easement to permit the rotors of turbines located on adjacent properties to overhang the Owner’s Property.

4. Owner’s Use. Owner reserves the right to continue to use the Owner’s Property for any lawful purposes except for the development and operation of Wind Power Facilities, provided that Owner shall not use the Owner’s Property, or permit its use by others, for any purpose that is not in compliance with the Zoning Law, or for any purpose that competes or interferes with Company’s installation, operation, maintenance and repair of the Wind Power Facilities on the Wind Power Property.

5. Cooperation and Road Widening.

5.1 Cooperation. Owner shall support and cooperate with Company in its operations and the exercise of its rights hereunder and in carrying out and otherwise giving full force and effect to the purposes and intent of this Agreement, including Company’s efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit entitlement, approval, authorization or other rights necessary or convenient in connection with its respective operations, and Owner shall, without demanding additional consideration therefore, (a) execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument (including any document or instrument intended to correct an error in this Agreement or to amend the legal description attached hereto) that is reasonably requested by Company in connection herewith or therewith, and (b) return the same (as executed) to Company within ten (10) days after Owner’s receipt thereof.

5.2 Road Widening. Owner shall fully support and cooperate with Company's efforts to obtain from any governmental authority or any other person or entity the widening and improving of public roads to a width (a) of up to two rods with a fifteen (15) foot construction easement to windrow or stockpile the topsoil when extending the ditches of the roads, the width of which will vary depending on the topography, the width of the shoulder, buildings or other improvements, boulders, wetlands, roads, transmission facilities or lines, recreational areas, inhabited areas, leased lands (or other rights of third parties) or other obstacles or impediments, or (b) as required by the applicable governmental authority and/or (ii) the installation of utilities, private or public in the road right of way (the "Road Widening"); Owner hereby consents to any such Road Widening and Owner shall, without demanding additional consideration therefore (a) execute a consent agreement and/or easement agreement regarding the Road Widening and any governmental authority's efforts in the Road Widening and (b) return the same (as executed) to Company within ten (10) days after Owner's receipt thereof.

6. Termination. The Easements and this Agreement shall not be terminable by Owner under any circumstances. Company reserves the right to terminate the Easements at any time by giving written notice of termination to Owner. Upon termination by Company, Company shall record a termination of the Easements and this Agreement or other appropriate document in the Franklin County Clerk's Office, New York. The agreement by Owner to waive the Setback Requirements of the Zoning Law shall be permanent and shall not be revoked without the consent of the Town Board of the Town of Chateaugay and the Company, which consent shall be granted upon either the completion of the decommissioning of the Wind Energy Facilities on the Wind Project Property in accordance with the Zoning Law, or the acquisition of Owner's Property by the owner of the Wind Project Property where the Wind Energy Facilities are located or by the owner of the Project.

7. Recording. This Agreement or a Memorandum of this Agreement, shall be recorded in the Franklin County Clerk's office by Company, at Company's expense in order to advise all subsequent owners of Owner's Property that there is a waiver of the Setback Requirements as set forth in Exhibit B attached hereto and the grant of Easements as set forth in Paragraph 4, above.

8. Right To Assign and Encumber.

8.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "**Transfer**"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, Wind Power Facilities or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

8.2 Release From Liability. However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement or in an Easement, the assigning Company shall be released from all of its obligations and liability under this Agreement and/or such Easement (as the case may be), so long as the assignee assumes Company's obligations and liabilities with respect to the right, title and interest so transferred.

8.3. Notice to Owner. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 8.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of Franklin County.

9. Default. If a Party (the "**Defaulting Party**") fails to perform its obligations hereunder (an "**Event of Default**"), then it shall not be in default hereunder unless it fails to cure (i) a monetary Event of Default within thirty (30) days after receiving written notice from the other Party (the "**Non-Defaulting Party**") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "**Notice of Default**") and (ii) a non-monetary Event of Default within sixty (60) days after receiving a Notice of Default from the Non-Defaulting Party; provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

9.1. Payment Under Protest. The Defaulting Party may cure any monetary Event of Default by depositing the amount in controversy (not including claimed consequential, special, exemplary or punitive damages) in escrow with any reputable third party escrow, or by interpleading the same, which amount shall remain undistributed until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

10. Estoppel Certificates. Each Party (the "**Responding Party**") shall, within ten (10) days after written request by the other Party or any existing or proposed Lender (each, a "**Requesting Party**"), execute and deliver to the Requesting Party an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the Annual Payment has been paid, (c) certifying that to the best of the Responding Party's knowledge there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by the Requesting Party. The failure of the Responding Party to deliver any such certificate within such time shall be conclusive upon the Responding Party that (i) this Agreement is in full force and effect and has not been modified, (ii) the Annual Payment has been paid through the date of such written notice, (iii) there are no uncured Events of Default by the Requesting Party hereunder and (iv) the other certifications so requested are in fact true and correct.

11. Lender's Right to Possession, Right to Acquire and Right to Assign. A Lender shall have the absolute right to do one, some or all of the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other

means) to the Easements, (d) perform any obligations to be performed by Company, or cause a receiver to be appointed to do so; (e) assign or transfer the Easements to a third party; or (f) exercise any rights of Company hereunder. Owner's consent shall not be required for any of the foregoing; and, upon acquisition of the Easements by a Lender or any other third party who acquires the same from or on behalf of the Lender, Owner shall recognize the Lender or such other party (as the case may be) as Company's proper successor, and this Agreement shall remain in full force and effect.

11.1. Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Company, Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender concurrently with delivery of such notice to Company, as applicable, specifying in detail the alleged Event of Default and the required remedy.

11.2. Cure. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Company after Company's receipt of a Notice of Default hereunder, plus, in each instance, the following additional time periods: (a) thirty (30) days in the event of any monetary Event of Default; and (b) sixty (60) days in the event of any non-monetary Event of Default; provided, however, that (y) such sixty (60)-day period shall be extended for the time reasonably required by the Lender to complete such cure, including the time required for the Lender to obtain possession of the Owner's Property (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (z) the Lender shall not be required to cure those Events of Default which are not reasonably susceptible of being cured or performed by such party ("**Non-Curable Defaults**"). The Lender shall have the absolute right to substitute itself for Company and perform the duties of Company hereunder for purposes of curing such Event of Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender (or its employees, agents, representatives or contractors) to enter upon the Owner's Property to complete such performance with all of the rights and privileges of Company. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Lender as set forth above. Further, (i) neither the bankruptcy nor the insolvency of Company shall be grounds for terminating this Agreement as long as the Annual Rent payable by Company are paid by the Lender in accordance with the terms thereof and (ii) Non-Curable Defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or other acquisition of the Easements.

11.3. Deemed Cure; Extension. If any Event of Default by Company under this Agreement cannot be cured without obtaining possession of all or part of (a) the Owner's Property, (b) the Easements, then any such Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Owner as set forth in Section 11.2, a Lender acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Lender performs all other obligations as and when the same are due in accordance with the terms of this Agreement, as the case may be. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Company, as the case may be, from commencing or prosecuting the proceedings described above, then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

11.4. Liability. A Lender that does not directly hold an interest in this Agreement, or that holds a Lender's Lien, shall not have any obligation under this Agreement prior to the time that such Lender

succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Agreement only for and during the period of time that such Lender directly holds such absolute title. Further, in the event that a Lender elects to (a) perform Company's obligations under this Agreement (b) acquire any portion of Company's right, title, or interest in the Owner's Property or in this Agreement or (d) enter into a new agreement as provided in Section 11.5, then such Lender shall not have any personal liability to Owner in connection therewith, and Owner's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Owner's Property. Moreover, any Lender or other party who acquires the Easements pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Easements.

11.5. New Agreement to Lender. In the event that this Agreement (a) terminates because of Company's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Owner shall, immediately upon written request from such Lender received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new agreement (as the case may be) in favor of such Lender, which new agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Company prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance, and continuing for the remaining term of this Agreement before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain the same interests in the Owner's Property or such portion thereof as to which such Lender held a Lender's Lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) contain a grant to the Lender of Easements and (v) enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Owner; and, until such time as such new agreement is executed and delivered, the Lender may enter, use and enjoy the Owner's Property as if this Agreement were still in effect. At the option of the Lender, the new agreement may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Company thereunder. If more than one Lender makes a written request for a new agreement pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.

11.6. Lender's Consent. Notwithstanding any provision of this Agreement to the contrary, (a) Owner shall not agree to a modification or amendment of this Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien and (b) Owner shall not accept a surrender of the Owner's Property or any part thereof or a termination of this Agreement; in each such case without the prior written consent of each Lender.

11.7. Further Amendments. At Company's request, Owner shall amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Owner under this Agreement. Further, Owner shall, within ten (10) days after written notice from Company or any existing or proposed Lender, execute and deliver thereto a certificate to the effect that Owner (a) recognizes a particular entity as a Lender

under this Agreement and (b) will accord to such entity all the rights and privileges of a Lender hereunder.

12. Mortgage Payments. If the Owner's Property is subject to a mortgage as of the date of this Agreement, Owner agrees to pay all obligations secured by such mortgage. Owner agrees to promptly provide Company with a copy of any default notices that Owner receives from its lender. In addition, Owner, at the request of Company, agrees to obtain from any existing lender a subordination and/or non-disturbance agreement in form and substance reasonably acceptable to Company. In addition, Owner expressly acknowledges and agrees that any statutory or common law lien rights in favor of Owner or any mortgage granted by Owner subsequent to the date of this Agreement are expressly subordinate and inferior to Company's right, title and interest in the Agreement and/or the Easements and to any liens and security interests granted by Company in favor of any Lender. Owner agrees to execute any further documentation which may be requested by Company or its Lender to evidence such subordination.

13. Notices. All notices, statements, demands, correspondence or other communications required or permitted by this Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient (be it Owner, Company or a Lender), (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

If to Company:

New Grange Wind Farm LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attention: General Counsel

With a copy to:

New Grange Wind Farm, LLC
c/o Horizon Wind Energy, LLC
52 James Street
Albany, NY 12207
Attention: Development Director

If to Owner:

David Hosler, Jr. and Michele Jones
2792 Ball Rd.
Arkwright, New York 14718

If to any Lender:

To the address(es) indicated in the notice(s)
to Owner provided under Section 8.3

Owner, Company and any Lender may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section by giving written notice of such change to the other parties in the manner provided in this Section. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Attorneys' Fees. In the event of any litigation for the interpretation or enforcement hereof, or for damages for a default hereunder, or which in any other manner relates to this Agreement, the Easements or the Owner's Property, the prevailing Party shall, be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys' fees incurred in connection therewith.

15. Construction. This Agreement, including any Exhibits attached hereto, contains the entire agreement between the Parties in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, shall be deemed to have been merged herein and superseded hereby. Should any provision of this Agreement be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by such holding. Except with respect to the rights conferred upon Lenders hereunder (which Lenders and their respective successors and assigns are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the covenants contained herein are made solely for the benefit of Owner and Company and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement. Any covenants contained in this Agreement which could be interpreted as partially or wholly to be performed after termination hereof, and any indemnities, representations and warranties set forth in this Agreement, shall survive the expiration or earlier termination hereof. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of grantor and grantee. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and shall not define, limit or otherwise affect the scope, meaning or intent hereof. As used in this Agreement with respect to time of notice or performance, the term "day" shall refer to business days in Franklin County, New York. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

16. Miscellaneous. This Agreement shall not and cannot be modified or amended except by a writing signed by both Parties. If the Parties are unable to amicably resolve any dispute arising out of or in connection with this Agreement, then, all legal proceedings shall be held in New York courts, State or Federal, which would have jurisdiction over the matter in dispute or the amount in controversy. If Owner consists of more than one person or entity, then (a) each reference herein to "Owner" shall include each person and entity signing this Agreement as or on behalf of Owner and (b) the liability of each such person and entity shall be joint and several. In the event that this Agreement is not executed by one or more of the persons or entities comprising the Owner herein, or by one or more persons or entities holding an interest in the Owner's Property, then this Agreement

shall nonetheless be effective, and shall bind all those persons and entities who have signed this Agreement. Each of the signatories hereto represents and warrants that he/she has the authority to execute this Agreement on behalf of the Party for which he/she is signing.

17. Overburdening. No act or failure to act on the part of Company or the holder of the Easements shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easements back to Owner. Nonuse of the Easements shall not prevent the future use of the entire scope thereof in the event the same is needed. No use of or improvement to the Owner's Property (or such other lands) or any lands benefited by the Easements, and no Transfer, shall, separately or in the aggregate, constitute an overburdening of the Easements.

18. Covenants Running With The Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall be covenants running with the land and shall be binding and a burden upon the Owner's Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Owner's Property (including without limitation, any Lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Company and its respective heirs, administrators, executors, legal representatives, successors and assigns, and the Wind Project Property. To the extent any of the provisions of the Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be enforceable as assignable and alienable easements in gross.

SIGNATURES TO FOLLOW ON NEXT PAGE

5. 100 feet from state-identified wetlands. This distance may be adjusted to be greater or lesser at the discretion of the reviewing body, based on topography, land cover, land uses and other factors that influence the flight patterns of resident birds.

6. 500 feet from gas wells.

7. 1200 feet or 200% of the total tower height, whichever is greater, from the boundaries of the county's existing or proposed trails, trail facilities, and recreation areas.

§663. Noise and Setback Easements.

A. In the event the noise levels resulting from a WECS exceed the criteria established in this Article, or setback requirement is not met, a waiver will be granted from such requirement by the Town Board in the following circumstances:

1. Written consent from the affected property owners has been obtained stating that they are aware of the WECS and the noise and/or setback limitations imposed by this Article, and that they wish to be part of the Site as defined herein, and that consent is granted to (1) allow noise levels to exceed the maximum limits otherwise allowed or (2) all setbacks less than required; and

2. In order to advise all subsequent owners of the burdened property, the consent, in the form required for an easement, has been recorded in the County Clerk's Office describing the benefited and burdened properties. Such easements shall be permanent and shall state that they may not be revoked without the consent of the Town Board, which consent shall be granted upon either the completion of the decommissioning of the benefited WECS in accordance with this Article, or the acquisition of the burdened parcel by the owner of the benefited parcel or the WECS.

3. In any case where written consent is not obtained a variance from the Zoning Board of Appeals shall be required.

§664. Creation of Wind Overlay Zones and Issuance of Special Use Permits.

A. Upon completion of the review process, the Town Board shall, upon consideration of the standards in this Article and the record of the SEQRA review, issue a written decision with the reasons for approval, conditions of approval or disapproval fully stated.

B. If approved, the Town Board will direct the Town Clerk to modify the Official Map to reflect the creation of the Wind Overlay Zones, and direct Town staff to issue a Special Use Permit for each WECSs upon satisfaction of all conditions for said Permit, and direct the building inspector to issue a building permit, upon compliance with the Uniform Fire Prevention and Building Code and the other conditions of this Article.

C. The decision of the Town Board shall be filed within five days in the office of the Town Clerk and a copy mailed to the applicant by first class mail.

765

06/29/2007 12:55 7169654845

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST
SYRACUSE NY 13202

Index DEED BOOK
Book 02653 Page 0054
No. Pages 0015
Instrument AGR/DEEDS/TP584
Date : 5/28/2008
Time : 2:37:44
Control # 200805280187
INST# DE 2008 002533
TRTX# TT 2008 004370
Employee ID COOK

JAROMIN
CHESTER
NEW GRANGE WIND FARM LLC

COUNTY	\$	56.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	75.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



D026530054



are a part of the Project. Owner hereby waives the Setback Requirements in the Zoning Law for Owner's Property and structures thereon, including any residence, above-ground utilities and/or gas wells. The Owner consents to setbacks for the Wind Power Facilities being less than required by such Zoning Law. Further, if so requested by Company or any such affiliate, Owner shall, without demanding additional consideration therefore, (i) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Company or the Town of Arkwright in connection therewith and (ii) return the same thereto within ten (10) days after such request.

2.2 Owner agrees that Owner shall not make a claim against Company or any affiliate, member, shareholder, officer, director or agent of Company, or any present or subsequent owner or assignee of the Agreement or the Wind Project Property, for a violation of any requirements or limitations set forth or identified in Section 662(E) of the Zoning Law.

3. Grant of Easements. Owner irrevocably grants to Company, the following perpetual and exclusive easements ("**Easements**") on, over, under, upon, along and across Owner's Property on the terms and provision hereafter set forth:

3.1 An easement, right and entitlement on, over, under, upon, along and across Owner's Property for any audio, visual, view, light, sound, vibration, air turbulence, wake, electromagnetic, radio frequency, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on the Wind Project or (b) facilities now or hereafter located on the Wind Project Property.

3.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Owner's Property; and

3.3. An exclusive easement to permit the rotors of turbines located on adjacent properties to overhang the Owner's Property.

4. Owner's Use. Owner reserves the right to continue to use the Owner's Property for any lawful purposes except for the development and operation of Wind Power Facilities, provided that Owner shall not use the Owner's Property, or permit its use by others, for any purpose that is not in compliance with the Zoning Law, or for any purpose that competes or interferes with Company's installation, operation, maintenance and repair of the Wind Power Facilities on the Wind Power Property.

5. Cooperation. Owner shall support and cooperate with Company in its operations and the exercise of its rights hereunder and in carrying out and otherwise giving full force and effect to the purposes and intent of this Agreement, including Company's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit entitlement, approval, authorization or other rights necessary or convenient in connection with its respective operations, and Owner shall, without demanding additional consideration therefore, (a) execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument (including any document or instrument intended to correct an error in this Agreement or to amend the legal description attached hereto) that is reasonably requested by Company in connection herewith or therewith, and (b) return the same (as executed) to Company within ten (10) days after Owner's receipt thereof.

6. Termination. The Easements and this Agreement shall not be terminable by Owner under any

circumstances. Company reserves the right to terminate the Easements at any time by giving written notice of termination to Owner. Upon termination by Company, Company shall record a termination of the Easements and this Agreement or other appropriate document in the Franklin County Clerk's Office, New York. The agreement by Owner to waive the Setback Requirements of the Zoning Law shall be permanent and shall not be revoked without the consent of the Town Board of the Town of Chateaugay and the Company, which consent shall be granted upon either the completion of the decommissioning of the Wind Energy Facilities on the Wind Project Property in accordance with the Zoning Law, or the acquisition of Owner's Property by the owner of the Wind Project Property where the Wind Energy Facilities are located or by the owner of the Project.

7. Recording. This Agreement or a Memorandum of this Agreement, shall be recorded in the Franklin County Clerk's office by Company, at Company's expense in order to advise all subsequent owners of Owner's Property that there is a waiver of the Setback Requirements as set forth in Exhibit B attached hereto and the grant of Easements as set forth in Paragraph 4, above.

8. Right To Assign and Encumber.

8.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "**Transfer**"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, Wind Power Facilities or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

8.2 Release From Liability. However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement or in an Easement, the assigning Company shall be released from all of its obligations and liability under this Agreement and/or such Easement (as the case may be), so long as the assignee assumes Company's obligations and liabilities with respect to the right, title and interest so transferred.

8.3. Notice to Owner. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 8.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of Franklin County.

9. Default. If a Party (the "**Defaulting Party**") fails to perform its obligations hereunder (an "**Event of Default**"), then it shall not be in default hereunder unless it fails to cure (i) a monetary

Event of Default within thirty (30) days after receiving written notice from the other Party (the "**Non-Defaulting Party**") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "**Notice of Default**") and (ii) a non-monetary Event of Default within sixty (60) days after receiving a Notice of Default from the Non-Defaulting Party; provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

9.1. Payment Under Protest. The Defaulting Party may cure any monetary Event of Default by depositing the amount in controversy (not including claimed consequential, special, exemplary or punitive damages) in escrow with any reputable third party escrow, or by interpleading the same, which amount shall remain undistributed until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

10. Estoppel Certificates. Each Party (the "**Responding Party**") shall, within ten (10) days after written request by the other Party or any existing or proposed Lender (each, a "**Requesting Party**"), execute and deliver to the Requesting Party an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the Annual Payment has been paid, (c) certifying that to the best of the Responding Party's knowledge there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by the Requesting Party. The failure of the Responding Party to deliver any such certificate within such time shall be conclusive upon the Responding Party that (i) this Agreement is in full force and effect and has not been modified, (ii) the Annual Payment has been paid through the date of such written notice, (iii) there are no uncured Events of Default by the Requesting Party hereunder and (iv) the other certifications so requested are in fact true and correct.

11. Lender's Right to Possession, Right to Acquire and Right to Assign. A Lender shall have the absolute right to do one, some or all of the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the Easements, (d) perform any obligations to be performed by Company, or cause a receiver to be appointed to do so; (e) assign or transfer the Easements to a third party; or (f) exercise any rights of Company hereunder. Owner's consent shall not be required for any of the foregoing; and, upon acquisition of the Easements by a Lender or any other third party who acquires the same from or on behalf of the Lender, Owner shall recognize the Lender or such other party (as the case may be) as Company's proper successor, and this Agreement shall remain in full force and effect.

11.1. Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Company, Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender concurrently with delivery of such notice to Company, as applicable, specifying in detail the alleged Event of Default and the required remedy.

11.2. Cure. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Company after Company's receipt of a Notice of Default hereunder, plus, in each instance, the following additional time periods:

(a) thirty (30) days in the event of any monetary Event of Default; and (b) sixty (60) days in the event of any non-monetary Event of Default; provided, however, that (y) such sixty (60)-day period shall be extended for the time reasonably required by the Lender to complete such cure, including the time required for the Lender to obtain possession of the Owner's Property (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (z) the Lender shall not be required to cure those Events of Default which are not reasonably susceptible of being cured or performed by such party ("**Non-Curable Defaults**"). The Lender shall have the absolute right to substitute itself for Company and perform the duties of Company hereunder for purposes of curing such Event of Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender (or its employees, agents, representatives or contractors) to enter upon the Owner's Property to complete such performance with all of the rights and privileges of Company. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Lender as set forth above. Further, (i) neither the bankruptcy nor the insolvency of Company shall be grounds for terminating this Agreement as long as the Annual Rent payable by Company are paid by the Lender in accordance with the terms thereof and (ii) Non-Curable Defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or other acquisition of the Easements.

11.3. Deemed Cure; Extension. If any Event of Default by Company under this Agreement cannot be cured without obtaining possession of all or part of (a) the Owner's Property, (b) the Easements, then any such Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Owner as set forth in Section 11.2, a Lender acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Lender performs all other obligations as and when the same are due in accordance with the terms of this Agreement, as the case may be. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Company, as the case may be, from commencing or prosecuting the proceedings described above, then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

11.4. Liability. A Lender that does not directly hold an interest in this Agreement, or that holds a Lender's Lien, shall not have any obligation under this Agreement prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Agreement only for and during the period of time that such Lender directly holds such absolute title. Further, in the event that a Lender elects to (a) perform Company's obligations under this Agreement (b) acquire any portion of Company's right, title, or interest in the Owner's Property or in this Agreement or (d) enter into a new agreement as provided in Section 11.5, then such Lender shall not have any personal liability to Owner in connection therewith, and Owner's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Owner's Property. Moreover, any Lender or other party who acquires the Easements pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Easements.

11.5. New Agreement to Lender. In the event that this Agreement (a) terminates because of Company's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender has cured any

such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Owner shall, immediately upon written request from such Lender received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new agreement (as the case may be) in favor of such Lender, which new agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Company prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance, and continuing for the remaining term of this Agreement before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain the same interests in the Owner's Property or such portion thereof as to which such Lender held a Lender's Lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) contain a grant to the Lender of Easements and (v) enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Owner; and, until such time as such new agreement is executed and delivered, the Lender may enter, use and enjoy the Owner's Property as if this Agreement were still in effect. At the option of the Lender, the new agreement may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Company thereunder. If more than one Lender makes a written request for a new agreement pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.

11.6. Lender's Consent. Notwithstanding any provision of this Agreement to the contrary, (a) Owner shall not agree to a modification or amendment of this Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien and (b) Owner shall not accept a surrender of the Owner's Property or any part thereof or a termination of this Agreement; in each such case without the prior written consent of each Lender.

11.7. Further Amendments. At Company's request, Owner shall amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Owner under this Agreement. Further, Owner shall, within ten (10) days after written notice from Company or any existing or proposed Lender, execute and deliver thereto a certificate to the effect that Owner (a) recognizes a particular entity as a Lender under this Agreement and (b) will accord to such entity all the rights and privileges of a Lender hereunder.

12. Mortgage Payments. If the Owner's Property is subject to a mortgage as of the date of this Agreement, Owner agrees to pay all obligations secured by such mortgage. Owner agrees to promptly provide Company with a copy of any default notices that Owner receives from its lender. In addition, Owner, at the request of Company, agrees to obtain from any existing lender a subordination and/or non-disturbance agreement in form and substance reasonably acceptable to Company. In addition, Owner expressly acknowledges and agrees that any statutory or common law lien rights in favor of Owner or any mortgage granted by Owner subsequent to the date of this Agreement are expressly subordinate and inferior to Company's right, title and interest in the Agreement and/or the Easements and to any liens and security interests granted by Company in favor of any Lender. Owner agrees to execute any further documentation which may be requested by Company or its Lender to evidence such subordination.

13. Notices. All notices, statements, demands, correspondence or other communications required or

permitted by this Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient (be it Owner, Company or a Lender), (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

If to Company:

New Grange Wind Farm LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attention: General Counsel

With a copy to:

New Grange Wind Farm, LLC
c/o Horizon Wind Energy, LLC
52 James Street
Albany, NY 12207
Attention: Development Director

If to Owner: Chester A. Jaromin
9970 Center Road
Fredonia, NY 14063

If to any Lender:

To the address(es) indicated in the notice(s)
to Owner provided under Section 8.3

Owner, Company and any Lender may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section by giving written notice of such change to the other parties in the manner provided in this Section. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Attorneys' Fees. In the event of any litigation for the interpretation or enforcement hereof, or for damages for a default hereunder, or which in any other manner relates to this Agreement, the Easements or the Owner's Property, the prevailing Party shall, be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys' fees incurred in connection therewith.

15. Construction. This Agreement, including any Exhibits attached hereto, contains the entire agreement between the Parties in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, shall be deemed to have been merged herein and superseded hereby. Should any provision

of this Agreement be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by such holding. Except with respect to the rights conferred upon Lenders hereunder (which Lenders and their respective successors and assigns are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the covenants contained herein are made solely for the benefit of Owner and Company and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement. Any covenants contained in this Agreement which could be interpreted as partially or wholly to be performed after termination hereof, and any indemnities, representations and warranties set forth in this Agreement, shall survive the expiration or earlier termination hereof. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of grantor and grantee. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and shall not define, limit or otherwise affect the scope, meaning or intent hereof. As used in this Agreement with respect to time of notice or performance, the term "day" shall refer to business days in Franklin County, New York. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

16. Miscellaneous. This Agreement shall not and cannot be modified or amended except by a writing signed by both Parties. If the Parties are unable to amicably resolve any dispute arising out of or in connection with this Agreement, then, all legal proceedings shall be held in New York courts, State or Federal, which would have jurisdiction over the matter in dispute or the amount in controversy. If Owner consists of more than one person or entity, then (a) each reference herein to "Owner" shall include each person and entity signing this Agreement as or on behalf of Owner and (b) the liability of each such person and entity shall be joint and several. In the event that this Agreement is not executed by one or more of the persons or entities comprising the Owner herein, or by one or more persons or entities holding an interest in the Owner's Property, then this Agreement shall nonetheless be effective, and shall bind all those persons and entities who have signed this Agreement. Each of the signatories hereto represents and warrants that he/she has the authority to execute this Agreement on behalf of the Party for which he/she is signing.

17. Overburdening. No act or failure to act on the part of Company or the holder of the Easements shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easements back to Owner. Nonuse of the Easements shall not prevent the future use of the entire scope thereof in the event the same is needed. No use of or improvement to the Owner's Property (or such other lands) or any lands benefited by the Easements, and no Transfer, shall, separately or in the aggregate, constitute an overburdening of the Easements.

18. Covenants Running With The Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Owner's Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives,

successors and assigns as holders of an estate or interest in the Owner's Property (including without limitation, any Lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Company and its respective heirs, administrators, executors, legal representatives, successors and assigns, and the Wind Project Property. To the extent any of the provisions of the Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be enforceable as assignable and alienable easements in gross.

SIGNATURES TO FOLLOW ON NEXT PAGE

ACKNOWLEDGEMENTS
FOR THE OWNER

STATE OF New York)
COUNTY OF Chautauque) ss.:

On the 30th day of April, in the year 2008 before me, the undersigned, a notary public in and for said State, personally appeared Chester Jaramin

personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Mary J. Esseck

Notary Public

MARY J. ESSEK #01ES6071999
Notary Public, State of New York
Qualified In Chautauque County
Commission Expires Mar. 25, 2010

My Commission Expires: March 25, 2010

STATE OF)
COUNTY OF) ss.:

On the _____ day of _____, in the year 2008 before me, the undersigned, a notary public in and for said State, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Notary Public

My Commission Expires: _____

Exhibit A

Legal Description of Owner's Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map as Parcel No. 132.00-1-29 (old sbl# 2-1-9.5), which said land is contained in a *Warranty Deed with Lien Covenant* given by Chester A. Jaromin and Douglas B. Smith to Chester A. Jaromin, dated May 20, 2002 and recorded on May 24, 2002 in the Chautauqua County Clerk's Office in Book 02494 of Deeds at page 0081 to which reference is made for a more detailed description and incorporated herein.

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map as Parcel No. 132.00-1-30 (old sbl# 2-1-9.7), which said land is contained in a *Warranty Deed with Lien Covenant* given by Chester A. Jaromin and Douglas B. Smith to Chester A. Jaromin, dated May 20, 2002 and recorded on May 24, 2002 in the Chautauqua County Clerk's Office in Book 02494 of Deeds at page 0087 to which reference is made for a more detailed description and incorporated herein.

EXHIBIT B

Setbacks for Wind Energy Facilities Pursuant to Town of Arkwright Zoning Ordinance -Article VI-A, Local Law No. 2 of 2007, entitled "Wind Energy Facilities Law of the Town of Arkwright, New York"

§662. Setbacks for Wind Energy Conversion Systems.

A. The statistical sound pressure level generated by a WECS shall not exceed $L_{10} - 50$ dBA measured at any residence existing at the time of completing the SEQRA review of the application. If the ambient sound pressure level exceeds 48 dBA, the standard shall be ambient dBA plus 5 dBA. Independent certification shall be provided before and after construction demonstrating compliance with this requirement.

B. In the event audible noise due to WECS operations contains a steady pure tone, such as a whine, screech, or hum, the standards for audible noise set forth in subparagraph 1) of this subsection shall be reduced by five (5) dBA. A pure tone is defined to exist if the one-third (1/3) octave band sound pressure level in the band, including the tone, exceeds the arithmetic average of the sound pressure levels of the two (2) contiguous one third (1/3) octave bands by five (5) dBA for center frequencies of five hundred (500) Hz and above, by eight (8) dBA for center frequencies between one hundred and sixty (160) Hz and four hundred (400) Hz, or by fifteen (15) dBA for center frequencies less than or equal to one hundred and twenty-five (125) Hz.

C. In the event the ambient noise level (exclusive of the development in question) exceeds the applicable standard given above, the applicable standard shall be adjusted so as to equal the ambient noise level. The ambient noise level shall be expressed in terms of the highest whole number sound pressure level in dBA, which is exceeded for more than five (5) minutes per hour. Ambient noise levels shall be measured at the exterior of potentially affected existing residences, schools, hospitals, churches and public libraries. Ambient noise level measurement techniques shall employ all practical means of reducing the effect of wind generated noise at the microphone. Ambient noise level measurements may be performed when wind velocities at the proposed project Site are sufficient to allow Wind Turbine operation, provided that the wind velocity does not exceed thirty (30) mph at the ambient noise measurement location.

D. Any noise level falling between two whole decibels shall be the lower of the two.

E. Each WECS shall be setback from Site boundaries, measured from the center of the WECS, a minimum distance of:

1. 500 feet from the nearest Site boundary property line.
2. 500 feet from the nearest public road.
3. 1,200 feet from the nearest off-Site residence existing at the time of application, measured from the exterior of such residence.
4. One and a half times the Total Height of the WECS from any non-WECS structure or any above-ground utilities.
5. 100 feet from state-identified wetlands. This distance may be adjusted to be greater or lesser at the discretion of the reviewing body, based on topography, land cover, land uses and other factors that influence the flight patterns of resident birds.
6. 500 feet from gas wells.
7. 1200 feet or 200% of the total tower height, whichever is greater, from the boundaries of the county's existing or proposed trails, trail facilities, and recreation areas.

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

JURCZAK
THOMAS
PICKETT BROOK WIND FARM LLC

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

Sandra K. Sopak
County Clerk



D026310476

Index DEED BOOK
Book 02631 Page 0476
No. Pages 0010
Instrument LEASE
Date : 7/31/2007
Time : 4:08:04
Control # 200707310261
INST# DE 2007 004192
TRTX# TT 2007 006003
Employee ID COOK

TRANSFER TAX

CONSIDERATN	\$	.00
Transfer Tax	\$	.00



AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of May 7, 2007 (the "Effective Date"), between Thomas Jurczak and Marie Jurczak, husband and wife, as tenants by the entirety with the right to survivorship ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated May 8, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE:

Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: Michael P Skelly
Name: Chief Development Officer
Title: _____

501HLP

LESSOR:

Thomas Jurczak
Thomas Jurczak

Marie Jurczak
Marie Jurczak

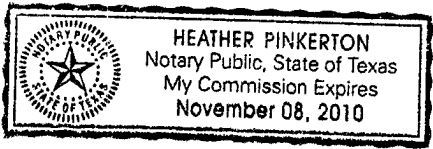
11-15-08
1414180

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 23 day of May, 2007, before me personally appeared Michael P. Skelly Chief Development Officer of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

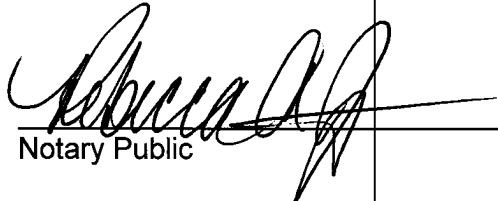


[Signature]
Notary Public

ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF New York)
) ss:
COUNTY OF Chautauque

On this 8th day of May, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Thomas Jurczak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.




Notary Public

REBECCA A JORDISON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01J06160606
Qualified in Chautauque County
Commission Expires Feb. 12, 2011

STATE OF New York)
) ss:
COUNTY OF Chautauque

On this ___ day of _____, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Marie Jurczak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.



Notary Public

REBECCA A JORDISON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01J06160606
Qualified in Chautauque County
Commission Expires Feb. 12, 2011

0141415000715150006

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

10400 000-000 10000 444 800

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST

SYRACUSE NY 13202

KAMBLE
KAIZER T
ARKWRIGHT SUMMIT WIND FARM LLC

Index DEED BOOK

Book 02677 Page 0985

No. Pages 0010

Instrument MEMO OF LEASE

Date : 5/29/2009

Time : 2:41:48

Control # 200905290213

INST# DE 2009 002400

TRTX# TT 2009 004690

Employee ID SWEENEY

COUNTY	\$	76.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	95.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



AFTER RECORDED MAIL TO:

Stewart Title Insurance Company
401 S. Salina Street, 8th Floor
Syracuse, NY 13202

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of May 8, 2009 (the "Effective Date"), between Kaizer T. Kamble ("Lessor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated May 8, 2009 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

7129737

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by Law

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the

Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

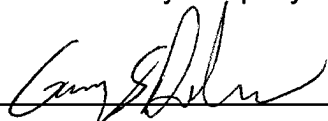
8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

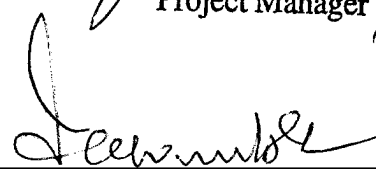
9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: 
Name: Gary Davidson
Title: Project Manager

LESSOR: 
Kaizer T. Kamble

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF New York)
COUNTY OF Albany) ss:

On the 8th day of May, in the year 2009, before me, the undersigned, a notary public in and for said state, personally appeared Gary Davidson ~~authorized representative~~, 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.

Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2010

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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



CHAUTAUQUA COUNTY – STATE OF NEW YORK
 SANDRA K. SOPAK COUNTY CLERK
 1 North Erie St, PO Box 170, Mayville, New York 14757

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



Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 95.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 95.00

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

***** Transfer Tax *****
 Transfer Tax #: TT2014001008
 Consideration: 0.00

Total: 0.00

INSTRUMENT #: DE2013005470

Receipt#: 201306090712
 Clerk: KS
 Rec Date: 09/13/2013 11:23:10 AM
 Doc Grp: D
 Descrip: MEMO OF LEASE
 Num Pgs: 10
 Rec'd Frm: TITLE ASSOCIATES INC

Party1: KREHAN RAYMOND A
 Party2: ARKWRIGHT SUMMIT WIND FARM LLC
 Town: ARKWRIGHT

Record and Return To:

TITLE ASSOCIATES INC
 825 THIRD AVENUE
 NEW YORK, NEW YORK 10022

WARNING***

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra K. Sopak
 Chautauqua County Clerk

Prepared By:

General Counsel @ Arkwright Summit Wind Farm LLC
808 Travis, Suite 700, Houston, TX 77002

When recorded, mail to:

Suzanne Ng [TA#11-073] @ Title Associates
825 Third Avenue, 30th Fl, NY, NY 10022

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of August 26, 2013 (the "Effective Date"), between Raymond A. Krehan and Arthur W. Krehan (collectively and individually, the "Lessor") and Pickett Brook Wind Farm, LLC, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party."

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated August 13, 2007, as amended by that certain First Amendment to Wind Energy Lease and Agreement of even date herewith (collectively, the "Lease"), which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee's rights under the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth in the Lease. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking and environmental, biological, cultural and other tests and studies including but not limited to geotechnical drilling and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference,

and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by law.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of a Project, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects (collectively and each, an

“Access Easement”); and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. For purposes of this Lease, the term “Project” means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an “Easement”): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the “Development Term”) commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. Lessee shall have the right and option (the “Lease Extension Option”) to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (1) four (4) year period (each, an “Extended Term”). The Development Term and the Extended Term(s) are sometimes collectively referred to hereafter as the “Term.”

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any improvements installed by Lessee on the Property, and Lessee may remove any or all improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

“LESSEE” Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: William Whitlock
Name: William Whitlock
Title: Executive Vice President, Eastern Region

“LESSOR”

Raymond A. Krehan
Raymond A. Krehan

Arthur W. Krehan
Arthur W. Krehan

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, New York designated on the Town of Arkwright Tax Map No. 132.00 as Parcel No. 132.00-1-16 (old# 2-1-3.2), which said land is contained in a Warranty Deed with Lien Covenant executed by Willie J. Bragg and Virginia Bragg to Raymond A. Krehan and Arthur W. Krehan, as joint tenants, with the right of survivorship, dated February 23, 2006 and recorded on May 3, 2006 in the Chautauqua County Clerk's Office in Liber 2594 of Deeds, Page 895, to which reference is made for a more detailed description and incorporated herein.

1082-521-031

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST

SYRACUSE NY 13202

LEHMAN
MICHAEL E
PICKETT BROOK WIND FARM LLC

Index DEED BOOK
Book 02653 Page 0079
No. Pages 0010
Instrument MEMO OF LEASE
Date : 5/28/2008
Time : 2:37:44
Control # 200805280194
INST# DE 2008 002535
TRTX# TT 2008 004372
Employee ID COOK

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



0026530079



AFTER RECORDED MAIL TO:

Stewart Title Insurance Co.
401 S. Salina Street, 8th Fl.
Syracuse, NY 13202

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of September 13th, 2007 (the "Effective Date"), between Michael E. Lehman and Scott J. Lehman (collectively and individually, the "Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated September 13th, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):
 - 71.241824

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements");

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST

SYRACUSE NY 13202

LEHMAN
MICHAEL E
PICKETT BROOK WIND FARM LLC

Index DEED BOOK

Book 02653 Page 0079

No. Pages 0010

Instrument MEMO OF LEASE

Date : 5/28/2008

Time : 2:37:44

Control # 200805280194

INST# DE 2008 002535

TRTX# TT 2008 004372

Employee ID COOK

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN \$	.00
Transfer Tax \$	.00

Sandra K. Sopak
County Clerk



026530079



AFTER RECORDED MAIL TO:

Stewart Title Insurance Co.
401 S. Salina Street, 8th Fl.
Syracuse, NY 13202

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of September 13th, 2007 (the "Effective Date"), between Michael E. Lehman and Scott J. Lehman (collectively and individually, the "Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated September 13th, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

Handwritten: Pickett

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

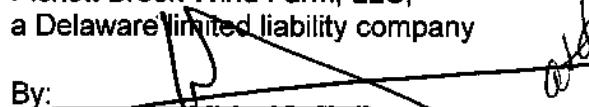
8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: 
Name: Michael P. Skelly
Title: Chief Development Officer

LESSOR: 
Michael E. Lehman


Scott J. Lehman

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 25th day of September, 2007, before me personally appeared Michael P. Skelly, to me known to me to be the Chief Development Officer of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Bethany B. Roach
Notary Public

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTIES LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright Tax Map No. 132 as Parcel Number 132-2-43 which said land is contained in a Warranty Deed with Lien Covenant made by Albert H. Gaus and Betty A. Gaus to Michael E. Lehman and Scott J. Lehman, dated January 24, 2006 and recorded on January 30, 2006 in the Chautauqua County Clerk's Office in Book 2592 at page 539.

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

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map Section No. 132 as Parcel No. 132-2-42 (old # 2-1-38.6), which said land is contained in a *Warranty Deed with Lien Covenants* given by Albert H. Gaus and Betty Ann Gaus, husband and wife to Michael E. Lehman and Scott J. Lehman, as joint tenants with right of survivorship, dated February 20, 1998 and recorded on February 24, 1998 in the Chautauqua County Clerk's Office in Book 2382 of Deeds, page 416, to which reference is made for a more detailed description and incorporated herein.

AFTER RECORDED MAIL TO:

Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

AMENDED AND RESTATED MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Amended and Restated Memorandum"), is made and entered into as of May 5, 2015 (the "Effective Date"), between Michael E. Lehman and Scott J. Lehman (collectively and individually, the "Lessor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party."

RECITALS

WHEREAS, Betty A. Gaus, as to a life estate interest, and Michael E. Lehman and Scott J. Lehman, as the remaindermen, and Lessee entered into that certain Wind Energy Lease and Agreement dated April 21, 2009 (the "Lease"), as evidenced by that certain Memorandum of Wind Energy Lease and Agreement dated April 21, 2009 and recorded on June 22, 2009 as Instrument No. DE 2009 002813, in Book 2679, Page 412 (the "Original Memorandum") in the Official Public Records of Chautauqua County, New York ("Official Records"), as assigned by that certain Assumption of Wind Energy Lease and Agreement dated May 4, 2013 and recorded on November 19, 2013 as Instrument No. DE2013006769 in the Official Records, which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor desire to amend and restate the Original Memorandum as more particularly set forth below, in order to modify certain provisions of the Original Memorandum to be consistent with the terms of the Lease.

WHEREAS, Lessee and Lessor have executed and acknowledged this Amended and Restated Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth in the Lease. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking and environmental, biological, cultural and other tests and studies including but not limited to geotechnical drilling and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b)

the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by law.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of a Project, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each

Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects (collectively and each, an "Access Easement"); and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (1) four (4) year period (each, an "Extended Term"). The Development Term and the Extended Term(s) are sometimes collectively referred to hereafter as the "Term."

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use

of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any improvements installed by Lessee on the Property, and Lessee may remove any or all improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Amended and Restated Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Amended and Restated Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Amended and Restated Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Amended and Restated Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Amended and Restated Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Amended and Restated Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Amended and Restated Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

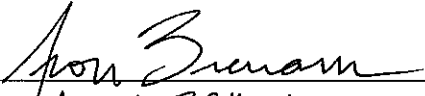
10. Amendment and Restatement. This Amended and Restated Memorandum amends, restates and supersedes the Original Memorandum in its entirety and in all respects.

11. Priority. The Parties acknowledge that the Original Memorandum gave notice of the Lease with established priority as against other encumbrances against the Property, and the Parties intend that this Amended and Restated Memorandum shall not affect the priority of the Lease.

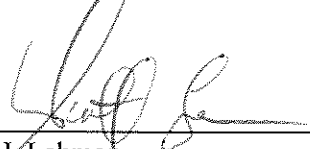
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Memorandum as set forth below.

“LESSEE” Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: 
Name: ARON BRANAM
Title: PROJECT MANAGER

“LESSOR” 
Michael E. Lehman


Scott J. Lehman

**ACKNOWLEDGEMENTS
FOR THE LESSOR**

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

On this 16 day of April, 2015, before me personally appeared **Michael E. Lehman**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Michele L. Brandel
Notary Public

Michele L Brandel
01BR6299454
Notary Public, State of New York
Qualified in Erie County
My commission expires MARCH 24th, 2018

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

On this 16 day of April, 2015, before me personally appeared **Scott J. Lehman**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Michele L. Brandel
Notary Public

Michele L Brandel
01BR6299454
Notary Public, State of New York
Qualified in Erie County
My commission expires MARCH 24th, 2018

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTIES LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST

SYRACUSE NY 13202

ERNEST H MASLACH FAMILY TRUST
I /TR
ARKWRIGHT SUMMIT WIND FARM LLC

Index DEED BOOK

Book 02675 Page 0805

No. Pages 0010

Instrument MEMO OF LEASE

Date : 4/21/2009

Time : 2:32:30

Control # 200904210231

INST# DE 2009 001790

TRTX# TT 2009 004235

Employee ID COOK

COUNTY	\$	76.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	95.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN \$.00

Transfer Tax \$.00

Sandra K. Sopak
County Clerk



D026750805



AFTER RECORDED MAIL TO:

STEWART TITLE INSURANCE CO.
DEY'S CENTENNIAL PLAZA, 8TH FLOOR
401 SOUTH SALINA STREET
SYRACUSE, NEW YORK 13202

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of November 7, 2008 (the "Effective Date"), between Ernest H. Maslach, as Trustee of the Ernest H. Maslach Family Trust I dated November 12, 1997 ("Lessor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated November 7, 2008 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

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2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency

interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by Law.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one

or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the Extended Term (as defined in the Lease) commences.

4.1. Extended Term. Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term".

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

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

On the 14th day of November, in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Sammers, authorized representative, 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.

Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2010

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT AND TOWN OF SHERIDAN, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

Chautauqua County Clerk

Return To:

PICKETT BROOK WIND FARM LLC
C/O HORIZON WIND ENG
808 TRAVIS STE 700
HOUSTON TX 77002

MATYJAKOWSKI
RICHARD L
PICKETT BROOK WIND FARM LLC

Index DEED BOOK
Book 02644 Page 0117
No. Pages 0010
Instrument MEMO OF LEASE
Date : 1/15/2008
Time : 12:03:03
Control # 200801150085
INST# DE 2008 000174
TRTX# TT 2008 002604
Employee ID COOK

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN \$.00
Transfer Tax \$.00

Sandra K. Sopak
County Clerk



AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of Oct. 10, 2007 (the "Effective Date"), between Richard L. Matyjakowski and Marion L. Matyjakowski, husband and wife, as tenants by the entirety with right of survivorship (collectively and individually, the "Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated Oct. 10, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):
 -

139945

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.


8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

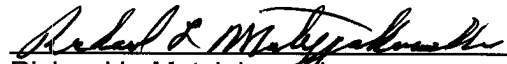
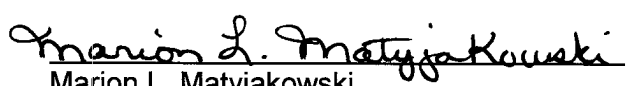
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: Pickett Brook Wind Farm, LLC, a Delaware limited liability company

By: 
Name: Michael P. Skelley
Title: Chief Development Officer *add*

LESSOR:

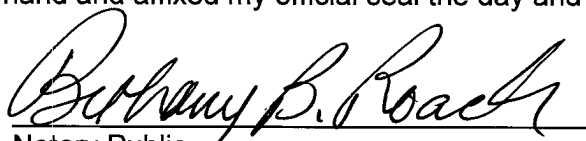

Richard L. Matyjakowski

Marion L. Matyjakowski

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 9th day of November, 2007, before me personally appeared Michael P. Skelly, to me known to me to be the Chief Development Officer of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public



EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: DE2014003697

Receipt#: 201406112404
Clerk: KS
Rec Date: 07/16/2014 12:53:08 PM
Doc Grp: D
Descrip: AMEND/DEEDS/TP
Num Pgs: 11
Rec'd Frm: HORIZON WIND ENERGY

Party1: DOMST SHARON M
Party2: ARKWRIGHT SUMMIT WIND FARM LLC

Recording:

Cover Page 5.00
Recording Fee 70.00
Cultural Ed 14.25
Records Management - Coun 1.00
Records Management - Stat 4.75
Notations 0.50
TP584 5.00

Sub Total: 100.50

Transfer Tax
Transfer Tax 0.00

Sub Total: 0.00

Total: 100.50

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

***** Transfer Tax *****
Transfer Tax #: TT2014004478
Consideration: 0.00

Total: 0.00

Record and Return To:

HORIZON WIND ENERGY
52 JAMES STREET 4TH FLOOR
ALBANY, NY 12207

WARNING***

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore
Chautauqua County Clerk

WHEN RECORDED MAIL TO:

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

AMENDMENT TO TRANSMISSION LINE EASEMENT

THIS AMENDMENT TO TRANSMISSION LINE EASEMENT (this "**Amendment**") is made and entered into as of July 11, 2014 (the "**Effective Date**") by and between Sharon M. Domst, David A. Szydlo and John Peter Szydlo, Jr., as tenants in common with a one-third (1/3) undivided interest, their successors and assigns (collectively, the "**Grantor**"), and Arkwright Summit Wind Farm LLC, a Delaware limited liability company (the "**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**".

RECITALS

2717
780

A. Grantor and Grantee entered into that certain Transmission Line Easement dated February 23, 2011, recorded on April 7, 2011 as Instrument No. DE2011-001421, Book 2717, Page 780, in the County Clerk's Office of Chautauqua County, New York (the "**Official Records**"), and that certain unrecorded letter agreement dated February 23, 2011 (collectively, the "**Easement Agreement**"), which affects the Property more particularly described in Exhibit A attached hereto, and the Easement Area more particularly described in Exhibit B generally depicted on the map attached hereto in Exhibit B-1, both of which are made a part hereof for all purposes.

B. Grantor and Grantee desire to amend the Easement Agreement in order to modify certain terms of the Easement Agreement as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Easement Agreement.

2. Amendment. The Easement Agreement is hereby amended as of the Effective Date as follows:

2.1.1 Section 22 of the Easement Agreement is deleted in its entirety and the following new Section 22 is substituted in its place: “22. **Road Widening**. Grantee shall have the right to (i) the widening and improving of public roads to a width (a) of up to four rods with a fifteen (15) foot construction easement to windrow or stockpile the topsoil when extending the ditches of the roads, the width of which will vary depending on the topography, the width of the shoulder, buildings or other improvements, boulders, wetlands, roads, transmission facilities or lines, recreational areas, inhabited areas, leased lands (or other rights of third parties) or other obstacles or impediments, or (b) as required by the applicable governmental authority and/or (ii) the installation of utilities, private or public in the road right of way (the “**Road Widening**”); Grantor hereby consents to any such Road Widening and shall, without demanding additional consideration therefore, (a) execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument (including any document or instrument intended to correct an error in this Easement Agreement or to amend the legal description attached hereto) that is reasonably requested by Grantee in connection herewith or therewith, (b) execute a consent agreement and/or easement agreement regarding the Road Widening and any governmental authority’s efforts in the Road Widening and (b) return the same (as executed) to Grantee within ten (10) days after Grantor’s receipt thereof.

2.1.2 Section 32 of the Easement Agreement is deleted in its entirety and the following new Section 32 is substituted in its place:

“32. **New York Code of Conduct**. Grantor is a Municipal Officer or a Relative of a Municipal Officer, or otherwise acts on behalf of a Municipal Officer as such terms are defined in the Code of Conduct Agreement effective as of August 19, 2009 by and between the Office of the Attorney General of the State of New York and EDP Renewables North America LLC, a Delaware limited liability company (the “**Code**”). In accordance with such Code, Grantor, (i) if a Municipal Officer, agrees to recuse himself from any official duties in connection with Grantee’s Wind Farm Development (as defined in the Code) or (ii) if a Relative of a Municipal Officer or otherwise acting on behalf of a Municipal Officer, agrees to cause such Municipal Officer to recuse himself from any official duties in connection with Grantee’s Wind Farm Development (as defined in the Code). Grantor acknowledges that he has received a copy of the Code and reviewed it prior to signing this Agreement.”

3. Governing Law. This Amendment shall be governed by and interpreted in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York, without reference to choice of law principles of such State or any other state.

4. Force and Effect. The Easement Agreement, as amended hereby, is ratified and confirmed in each and every respect and the Easement Agreement shall continue in full force and effect. If there is any conflict between any provision of the Easement Agreement and a provision of this Amendment, the provision in this Amendment prevails and governs the agreement between the Parties. All references in the Amendment to this "Easement Agreement" shall be deemed to refer to the Easement Agreement, as amended hereby.

5. Counterparts. This Amendment may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

6. Covenants Running with the Land. The Parties hereby agree that all of the covenants and agreements contained in this Amendment touch and concern the real estate described in this Amendment and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Easement Area, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Easement Area and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Grantee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Amendment are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be as assignable and alienable easements in gross. The provisions hereof shall be governed by and construed in accordance with the laws of the State of New York.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

GRANTOR:

Sharon M. Domst
Name: Sharon M. Domst

David A. Szydlo
Name: David A. Szydlo

John Peter Szydlo, Jr.
Name: John Peter Szydlo, Jr.

GRANTEE:

Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: Katie Chapman
Name: Katie Chapman
Title: Project Manager

ACKNOWLEDGMENT
OF GRANTOR

STATE OF NEW YORK)

COUNTY OF Chautauque ss.:

On the 2nd day of July, in the year 2014 before me, the undersigned, a notary public in and for said State, personally appeared **Sharon M. Domst**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Wendy S. Kingland
Notary Public
My Commission Expires: 11/13/2014

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

STATE OF NEW YORK)

COUNTY OF Chautauque ss.:

On the 2nd day of July, in the year 2014 before me, the undersigned, a notary public in and for said State, personally appeared **David A. Szydlo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Wendy S. Kingland
Notary Public
My Commission Expires: 11/13/2014

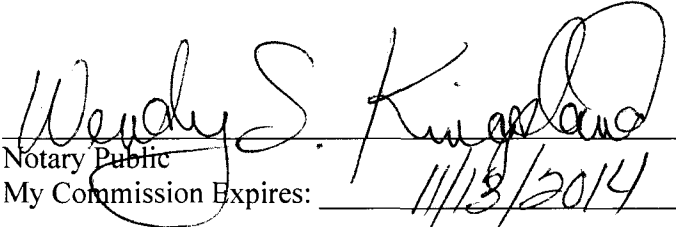
WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

ACKNOWLEDGMENT
OF GRANTOR

STATE OF NEW YORK)

COUNTY OF Saratoga) ss.:

On the 2nd day of July, in the year 2014 before me, the undersigned, a notary public in and for said State, personally appeared **John Peter Szydlo, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.



Notary Public
My Commission Expires: 11/13/2014

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

ACKNOWLEDGMENT
OF GRANTEE

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

On the 11th day of July, in the year 2014
before me, the undersigned, a notary public in and for said State, personally appeared
Katie Chapman, authorized representative of Arkwright
Summit Wind Farm LLC, a Delaware limited liability company, 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 on behalf of which the individual (s) acted, executed the instrument.

Wendy S. Kingsland
Notary Public
My Commission Expires: 11/13/14

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

Exhibit A

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright Tax Maps No. **149**, as Parcels Nos. **149-1-12** and **149-1-8**, which said land is contained in a *Warranty Deed with Lien Covenant* made by Hattie Steger to John P. Szydlo and Helen W. Szydlo, dated July 30, 1946 and recorded on July 30, 1946 in the Chautauqua County Clerk's Office in Book 748 at page 294 (said John P. Szydlo a/k/a John Szydlo, Sr. died March 20, 1965 and Helen W. Szydlo a/k/a Helen Mazur died April 6, 2008), to which reference is made for a more detailed description and incorporated herein.

Exhibit B

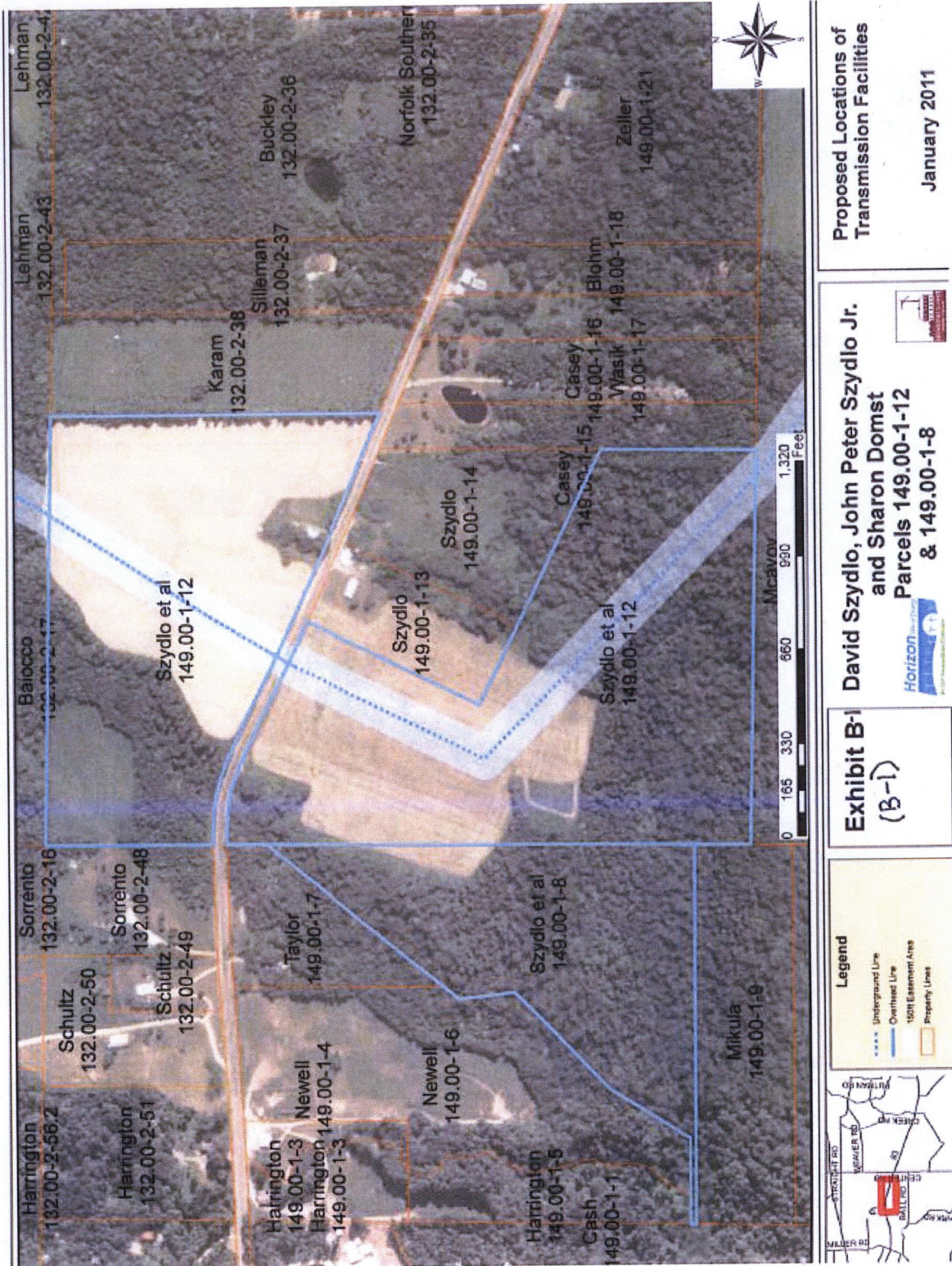
Legal Description of the Easement Area

A one hundred fifty (150) foot strip of land out of the following:

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

Exhibit B-1

Map of the Easement Area



Proposed Locations of Transmission Facilities

January 2011

David Szydlo, John Peter Szydlo Jr. and Sharon Domst
 Parcels 149.00-1-12 & 149.00-1-8

Exhibit B-1 (B-1)

AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of FEBRUARY 10, 2007 (the "Effective Date"), between Claude W. McAvoy ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated FEBRUARY 10, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: Michael P. Skelly
Name: Chief Development Officer
Title: _____

5/2/07

LESSOR: *Claude W. McAvoy*
Claude W. McAvoy

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 5 day of April, 2007, before me personally appeared Michael P. Skelly - Chief Op. officer, to me known to me to be the Chief Op. officer of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Heather Pinkerton
Notary Public

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated as Chautauqua County Tax Map Nos. 5-1-50 and 5-1-51.1, which said land is contained in a *Deed with Lien Covenants* given by Alzana C. McAvoy to Claude W. McAvoy, dated May 18, 1983 and recorded on May 27, 1983 in the Chautauqua County Clerk's Office in Book 1970 of Deeds, Page 47, to which reference is made for a more detailed description and incorporated herein.

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST

SYRACUSE NY 13202

MCLAUGHLIN
MELVIN D
NEW GRANGE WIND FARM LLC

Index DEED BOOK

Book 02648 Page 0115

No. Pages 0010

Instrument MEMO OF LEASE

Date : 3/17/2008

Time : 2:35:44

Control # 200803170162

INST# DE 2008 001209

TRTX# TT 2008 003380

Employee ID SWEENEY

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN \$.00

Transfer Tax \$.00

Sandra K. Sopak
County Clerk



D026480115

X

AFTER RECORDED MAIL TO:

~~New Grange Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel~~

Stewart Title
401 S. Salina St.
Syracuse, NY 13202

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of 12/19/2007, 2007 (the "Effective Date"), between Melvin D. McLaughlin and Ann M. McLaughlin (collectively and individually, the "Lessor") and New Grange Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated 12/19/2007, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 28th day of February, 2007, before me personally appeared Gabriel
Alonso Fraz Officer, to me known to me to be the President & Chief Development
Officer of New Grange Wind Farm LLC, a Delaware limited liability company, the
company that executed the within and foregoing instrument, and acknowledged said instrument
to be the free and voluntary act and deed of said company, for the uses and purposes therein
mentioned, and on oath stated that he was authorized to execute said instrument on behalf of
said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and
year first above written.

Bethany B. Roach
Notary Public



**ACKNOWLEDGEMENTS
FOR THE LESSOR**

STATE OF New York
COUNTY OF Chautauqua) ss:

On this 20th day of December, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Melvin D. McLaughlin and Ann M. McLaughlin, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.


Notary Public

JESSICA J. CARRERAS
Notary Public, State of New York
No. 4867401
Qualified in Chautauqua County
My Commission Expires August 18, 2010

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

ms/g

1082-521-11

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

MINGLE FAMILY LIVING TRUST
/TR
PICKETT BROOK WIND FARM LLC

Index DEED BOOK
Book 02631 Page 0426
No. Pages 0010
Instrument LEASE
Date : 7/31/2007
Time : 4:08:04
Control # 200707310253
INST# DE 2007 004187
TRTX# TT 2007 005998
Employee ID COOK

COUNTY \$ 41.00
\$.00
SED/CEA \$ 19.00
\$.00
TRANS TAX \$.00
\$.00
\$.00
\$.00
\$.00
\$.00
Total: \$ 60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN \$.00
Transfer Tax \$.00

Sandra K. Sopak
County Clerk



026310426

0811141180
10001141180
10001141180
10001141180



AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of June 13, 2007 (the "Effective Date"), between Raymond F. Mingle, Trustee of the Mingle Family Living Trust dated November 12, 2003 ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated June 13, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

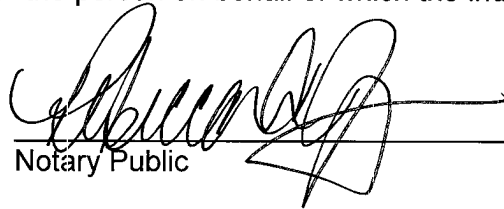
9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF New York)
) ss:
COUNTY OF Chautauqua

On this 13th day of June, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Raymond F. Mingle, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.



Notary Public

REBECCA A JORDISON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01J06160606
Qualified in Chautauqua County
Commission Expires Feb. 12, 2011

01000001141180

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

1082-521-20

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

Index DEED BOOK

Book 02631 Page 0376

No. Pages 0010

Instrument LEASE

Date : 7/31/2007

Time : 4:08:04

Control # 200707310241

NICHOLS
RUTH DEGOLIER
PICKETT BROOK WIND FARM LLC

INST# DE 2007 004182

TRTX# TT 2007 005993

Employee ID COOK

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN \$.00

Transfer Tax \$.00

Sandra K. Sopak
County Clerk



D026310376

X

AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of June 13, 2007 (the "Effective Date"), between Ruth De Golier Nichols (a/k/a Ruth De Golier) ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated June 13, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):
 -

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

RO/BBR

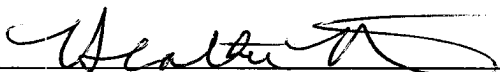
LESSOR: *Ruth De Golier Nichols*
Ruth De Golier Nichols

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

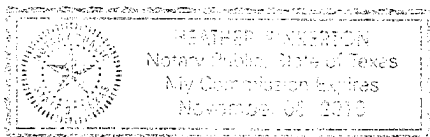
STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 29 day of June, 2007, before me personally appeared Jayshree Desai, to me known to me to be the V.P. Finance of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



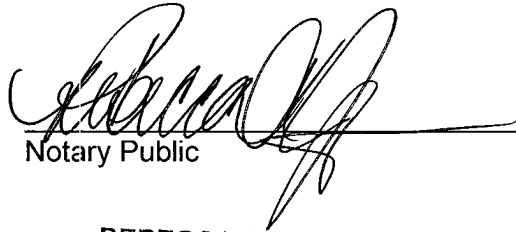
Notary Public



ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF New York)
) ss:
COUNTY OF Chautauqua

On this 13th day of June, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Ruth De Golier Nichols, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.



Notary Public

REBECCA A JORDISON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01J06160606
Qualified in Chautauqua County
Commission Expires Feb. 12, 2011

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
300 E 42ND ST
4TH FLOOR
NEW YORK NY 10017

PACOS
RONALD
ARKWRIGHT SUMMIT WIND FARM LLC

Index DEED BOOK

Book 02672 Page 0696

No. Pages 0010

Instrument MEMO OF LEASE

Date : 2/18/2009

Time : 1:26:39

Control # 200902180082

INST# DE 2009 000887

TRTX# TT 2009 003533

Employee ID COOK

COUNTY	\$	76.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	95.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN \$.00

Transfer Tax \$.00

Sandra K. Sopak
County Clerk



AFTER RECORDED MAIL TO:

Stewart Title Insurance Company
401 South Salina Street, 8th Floor
Syracuse, NY 13202

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of November 12, 2008 (the "Effective Date"), between Ronald Pacos and Debra Pacos ("Lessor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated November 12, 2008 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

065670

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. **Easements.**

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by Law

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

STATE OF NEW YORK)
COUNTY OF Albany) ss:

On the 14th day of November, in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Gamblers, authorized representative, 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 individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2011

**ACKNOWLEDGEMENTS
FOR THE LESSOR**

STATE OF New York)
) ss:
COUNTY OF Chautauqua)

On this 12th day of November, 2008, before me personally appeared **Ronald Pacos**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Susan G. Murphy
Notary Public

NOTARY PUBLIC
Susan G. Murphy
Notary Public
Chautauqua County, New York
10

STATE OF New York)
) ss:
COUNTY OF Chautauqua)

On this 12th day of November, 2008, before me personally appeared **Debra Pacos**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Susan G. Murphy
Notary Public

NOTARY PUBLIC
Susan G. Murphy
Notary Public
Chautauqua County, New York
10

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

GRUPA
BERNICE /EX
ARKWRIGHT SUMMIT WIND FARM LLC

Index DEED BOOK
Book 02717 Page 0868
No. Pages 0011
Instrument MEMO OF LEASE
Date : 4/08/2011
Time : 11:31:25
Control # 201104080050
INST# DE 2011 001440
TRTX# TT 2011 003477
Employee ID STRANDBK

COUNTY	\$	81.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	100.00

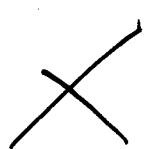
STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



AFTER RECORDED MAIL TO:

~~Back to [unclear]~~ with an address of:

Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of January 3, 2011 (the "Effective Date"), between Frank Grupa, Sr. as Executor of the Estate of Bernice Grupa, Ann Pauszek, Helen S. Wincenciak and Katherine Reading (collectively or individually, the "Lessor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

~~with an address of~~ 465 Lake Shore Dr W, Dunkirk, NY ~~with an address of~~ 116 S Martin St, Dunkirk, NY
~~with an address of~~ 165 Stegelst. Ave, **RECITALS** ~~with an~~ 10630 W Shendan Dr, RDI,
Dunkirk NY Dunkirk NY

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated January 3, 2011 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations")::

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by Law

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

"LESSEE" Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: 
Name: Tom Stebbins
Title: Project Manager

"LESSOR"


Frank Grupa, Sr. as Executor of the Estate of Bernice Grupa


Ann Pauszek



Helen S. Wincenciak


Katherine Reading



ACKNOWLEDGEMENT
FOR THE LESSEE

STATE OF New York)
) ss:
COUNTY OF Albany)

On this 3rd day of January, 2011, before me personally
appeared Tony Stebbins to me known to me to be the _____
authorized representative of **Arkwright Summit Wind Farm LLC**, a Delaware limited liability
company, personally known to me or proved to me on the basis of satisfactory evidence to be
the individual whose names is subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their capacity and that by his/her/their signature on
the instrument, the individual, or the person on behalf of which the individual acted, executed
the instrument.

Wendy S. Kingland
Notary Public

WENDY S. KINGLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

720

ACKNOWLEDGEMENTS
FOR THE LESSOR

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

On this 24th day of December, 2010, before me, the undersigned, a notary public in and for said State, personally appeared **Frank Grupa, Sr. as Executor of the Estate of Bernice Grupa, deceased**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Stanley A. Saeli III
Notary Public

STANLEY A. SAELI III
Notary Public, State of New York
NO. 01SA6075508
Qualified in Chautauqua County
Commission Expires June 10, 2014

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

On this 24th day of December, 2010, before me, the undersigned, a notary public in and for said State, personally appeared **Ann Pauszek**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

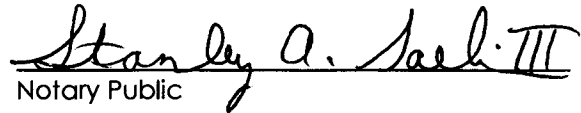
Stanley A. Saeli III
Notary Public

STANLEY A. SAELI III
Notary Public, State of New York
NO. 01SA6075508
Qualified in Chautauqua County
Commission Expires June 10, 2014

pa

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

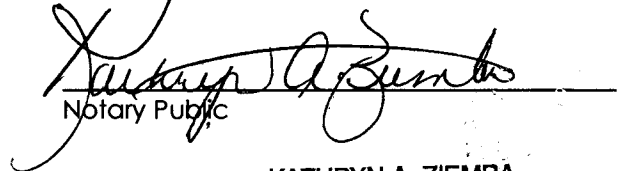
On this 21 day of December, 2010, before me, the undersigned, a before me, the undersigned, a notary public in and for said State, personally appeared **Helen S. Wincenciak**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) 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 on behalf of which the individual (s) acted, executed the instrument.


Notary Public

STANLEY A. SAELI III
Notary Public, State of New York
NO. 01SA6075508
Qualified in Chautauque County
Commission Expires June 10, 2014

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

On this 29 day of NOVEMBER, 2010, before me, the undersigned, a before me, the undersigned, a notary public in and for said State, personally appeared **Katherine Reading**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.


Notary Public

KATHRYN A. ZIEMBA
Notary Public, State of New York
No. 01Z15100626
Qualified in Chautauque County
Commission Expires October 20, 2011



EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

1082-521-55

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST

SYRACUSE NY 13202

PECK
SHARI
NEW GRANGE WIND FARM LLC

Index DEED BOOK
Book 02653 Page 0119
No. Pages 0010
Instrument MEMO OF LEASE
Date : 5/28/2008
Time : 2:37:44
Control # 200805280204

INST# DE 2008 002539
TRTX# TT 2008 004376
Employee ID COOK

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



D026530119

X

AFTER RECORDED MAIL TO:

Stewart Title Insurance Co.
401 S. Salina Street, 8th Fl.
Syracuse, NY 13202

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of March 25, 2008 (the "Effective Date"), between Shari Peck ("Lessor") and New Grange Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated March 25, 2008 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):
 - 1/29/08

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements");

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

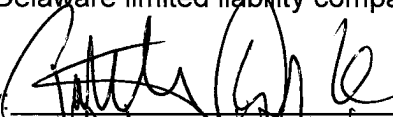
8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: New Grange Wind Farm, LLC,
a Delaware limited liability company

By: 
Name: Patrick Doyle
Title: Director Development NG

LESSOR: 
Shari Peck

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

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

On this 31st day of March, 2008, before me personally appeared Jeffrey A. Decker, to me known to me to be the Authorized Representative of New Grange Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Wendy S. Kingland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2010

**ACKNOWLEDGEMENTS
FOR THE LESSOR**

STATE OF New York)
) ss:
COUNTY OF Chautauque)

On this 25 day of March, 2008, before me, the undersigned, a notary public in and for said State, personally appeared Shari Peck, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Roberta Anne Valentine
Notary Public, State of New York
NO. 01VA6146459
Qualified in Chautauque County
Commission Expires May 15, 2010

Roberta Anne Valentine
Notary Public

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

2008-01-14 10:41 AM

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

Index DEED BOOK

Book 02631 Page 0526

No. Pages 0010

Instrument LEASE

Date : 7/31/2007

Time : 4:08:04

Control # 200707310266

POTTER
JAMES G
PICKETT BROOK WIND FARM LLC

INST# DE 2007 004197

TRTX# TT 2007 006008

Employee ID COOK

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN \$.00

Transfer Tax \$.00

Sandra K. Sopak
County Clerk



0026310526



AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of FEBRUARY 10, 2007 (the "Effective Date"), between James G. Potter ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated FEBRUARY 10, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

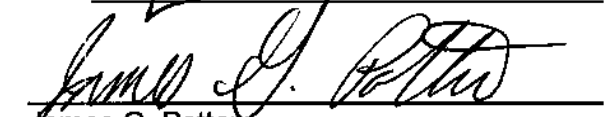
LESSEE:

Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: _____
Name: Michael P. Skelly
Title: Chief Development Officer

36124

LESSOR:


James G. Potter

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 9th day of April, 2007, before me personally appeared Michael P. Skadden, to me known to me to be the Chief Exec. Officer of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Heather Pinkerton
Notary Public

**ACKNOWLEDGEMENTS
FOR THE LESSOR**

STATE OF New York)
) SS:
COUNTY OF Chautauque)

On this 10th day of February, 2007, before me, the undersigned, a notary public in and for/said State, personally appeared James G. Potter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

J. Suzanne Grace

Notary Public

NOTARY PUBLIC
STATE OF NEW YORK
J. Suzanne Grace
4/18/2010

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated as Chautauqua County Tax Map No. 2-1-32, which said land is contained in a *Warranty Deed with Lien Covenants* given by Richard H. Potter to James G. Potter, dated May 1, 1989 and recorded on May 2, 1989 in the Chautauqua County Clerk's Office in Book 2190 of Deeds, Page 264, to which reference is made for a more detailed description and incorporated herein.

20071025110000

AFTER RECORDED MAIL TO:

Stewart Title Insurance Company
401 S. Salina St., 8th Floor
Syracuse, NY 13202

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of Oct. 25, 2007 (the "Effective Date"), between Gregory D. Prechtl ("Lessor") and New Grange Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated Oct. 25, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations");

6488212

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE:

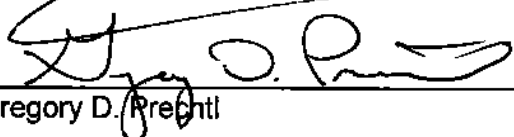
New Grange Wind Farm, LLC,
a Delaware limited liability company

By: _____

Name: **Michael P. Skelly**

Title: **Chief Development Officer**

LESSOR:



Gregory D. Precht

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 9th day of November, 2007, before me personally appeared Michael P. Skelly, to me known to me to be the Chief Development Officer of New Grange Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Bethany B. Roach
Notary Public

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

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

NEW YORK STATE

NEW YORK STATE

13/3

1082-521-15

200707310250

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

Index DEED BOOK
Book 02631 Page 0406
No. Pages 0010
Instrument LEASE
Date : 7/31/2007
Time : 4:08:04
Control # 200707310250
INST# DE 2007 004185
TRTX# TT 2007 005996
Employee ID COOK

RUSSELL
LINDA L
PICKETT BROOK WIND FARM LLC

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



X

AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of APRIL 17, 2007 (the "Effective Date"), between Linda L. Russell ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated APRIL 17, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined

below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.


[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: Pickett Brook Wind Farm, LLC, a Delaware limited liability company

By: _____
Name: Michael R. Skelly
Title: Chief Development Officer

JG/HW

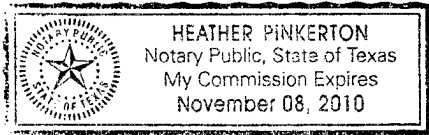
LESSOR: 
Linda L. Russell

**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 2nd day of May, 2007, before me personally appeared Michael P. Stebbins, to me known to me to be the Chief Executive Officer of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



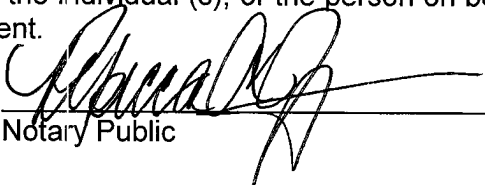
Heather Pinkerton
Notary Public

08142007 13:54 00000

**ACKNOWLEDGEMENTS
FOR THE LESSOR**

STATE OF New York)
) ss:
 COUNTY OF Chautauqua)

On this 17th day of April, 2007, before me personally appeared Linda L. Russell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.



 Notary Public

REBECCA A JORDISON
NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 01J06160606
 Qualified in Chautauqua County
 Commission Expires Feb. 12, 2011

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of Aug. 7th, 2007 (the "Effective Date"), between Alice M. Sanders and David P. Sanders (collectively and individually, the "Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated Aug. 7th, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE:

Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: 

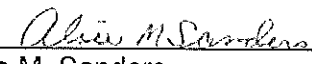
Name: _____

Title: _____

Michael P. Skelly
Chief Development Officer

KD/BBR

LESSOR:



Alice M. Sanders



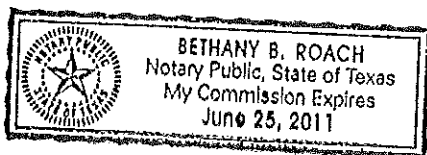
David P. Sanders

ACKNOWLEDGEMENTS
FOR THE LESSEE

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 23rd day of August, 2007, before me personally appeared Michael P. Skelley, to me known to me to be the Chief Development Officer of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

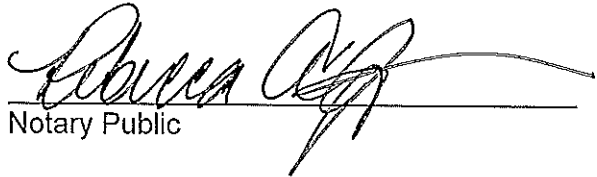


Bethany B. Roach
Notary Public

ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF New York)
) ss:
COUNTY OF Chautauqua

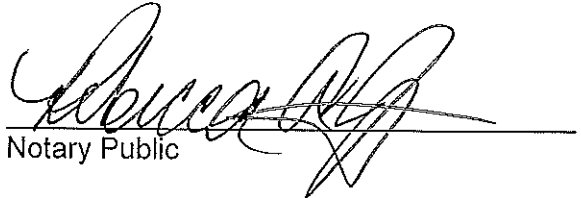
On this 7th day of August, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Alice M. Sanders, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) is (are) subscribed to the within instrument 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 on behalf of which the individual (s) acted, executed the instrument.


Notary Public

REBECCA A JORDISON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01J06160606
Qualified in Chautauqua County
Commission Expires Feb. 12, 2011

STATE OF New York)
) ss:
COUNTY OF Chautauqua

On this 7th day of August, 2007, before me, the undersigned, a notary public in and for said State, personally appeared David P. Sanders, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.


Notary Public

REBECCA A JORDISON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01J06160606
Qualified in Chautauqua County
Commission Expires Feb. 12, 2011

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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



CHAUTAUQUA COUNTY - STATE OF NEW YORK
 SANDRA K. SOPAK COUNTY CLERK
 1 North Erie St, PO Box 170, Mayville, New York 14757

1082-521-032

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



INSTRUMENT #: DE2013003103

Receipt#: 201306082596
 Clerk: KS
 Rec Date: 06/04/2013 02:52:26 PM
 Doc Grp: D
 Descrip: AMENDED MEM LSE
 Num Pgs: 10
 Rec'd Frm: STEWART TITLE INSURANCE CO

Party1: SANDERS ALICE M
 Party2: ARKWRIGHT SUMMIT WIND FARM LLC

Recording:	
Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Notations	0.50
TP584	5.00
Sub Total:	<u>95.50</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>95.50</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #:	TT2013003718
Consideration:	0.00
Total:	0.00

Record and Return To:

TITLE ASSOCIATES
 825 THIRD AVE 30TH FLOOR
 NEW YORK, NEW YORK 10022

WARNING***

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra K. Sopak
 Chautauqua County Clerk

Prepared By:

General Counsel @ Arkwright Summit Wind Farm LLC
808 Travis, Suite 700, Houston, TX 77002

When recorded, mail to:

Suzanne Ng [TA#11-073] @ Title Associates
825 Third Avenue, 30th Fl, NY, NY 10022

AMENDED AND RESTATED MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Amended and Restated Memorandum"), is made and entered into as of May 10, 2013 (the "Effective Date"), between Alice M. Sanders and David P. Sanders (collectively and individually, the "Lessor") and Pickett Brook Wind Farm LLC, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party."

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated August 7, 2007 (the "Lease"), as evidenced by that certain Memorandum of Wind Energy Lease and Agreement dated August 7, 2007 which was not recorded in the Official Public Records of Chautauqua County, New York (the "Original Memorandum") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor desire to amend and restate the Original Memorandum as more particularly set forth below, in order to modify certain provisions of the Original Memorandum to be consistent with the terms of the Lease.

WHEREAS, Lessee and Lessor have executed and acknowledged this Amended and Restated Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth in the Lease. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and staking and environmental, biological, cultural and other tests and studies including but not limited to geotechnical drilling and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by law.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of a Project, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects (collectively and each, an "Access Easement"); and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (1) four (4) year period (each, an "Extended Term"). The Development Term and the Extended Term(s) are sometimes collectively referred to hereafter as the "Term."

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any improvements installed by Lessee on the Property, and Lessee may remove any or all improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Amended and Restated Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Amended and Restated Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Amended and Restated Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Amended and Restated Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Amended and Restated Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Amended and Restated Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Amended and Restated Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

10. Amendment and Restatement. This Amended and Restated Memorandum amends, restates and supersedes the Original Memorandum in its entirety and in all respects.

11. Priority. The Parties acknowledge that the Original Memorandum gave notice of the Lease with established priority as against other encumbrances against the Property, and the Parties intend that this Amended and Restated Memorandum shall not affect the priority of the Lease.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Memorandum as set forth below.

“LESSEE” Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: Katie Chapman
Name: Katie Chapman
Title: Project manager

“LESSOR” Alice M Sanders
Alice M. Sanders

David P Sanders
David P. Sanders

ACKNOWLEDGEMENT
FOR THE LESSEE

STATE OF New York)
 COUNTY OF Albany) ss:

On this 10th day of May, 2013, before me personally appeared Katie Chapman to me known to me to be the Authorized Representative of **Arkwright Summit Wind Farm LLC**, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Wendy S. Kingsland
 Notary Public

WENDY S. KINGSLAND
 Notary Public, State of New York
 No. 4974617
 Qualified in Schenectady County
 Commission Expires Nov. 13, 2014

ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF New York)
COUNTY OF Columbia) ss:

On this 9th day of May, 2013, before me personally appeared **Alice M. Sanders** and **David P. Sanders**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST

SYRACUSE NY 13202

SCHMITT
EUGENE
PICKETT BROOK WIND FARM LLC

Index DEED BOOK
Book 02653 Page 0069
No. Pages 0010
Instrument MEMO OF LEASE
Date : 5/28/2008
Time : 2:37:44
Control # 200805280189
INST# DE 2008 002534
TRTX# TT 2008 004371
Employee ID COOK

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



X

AFTER RECORDED MAIL TO:

Stewart Title Insurance Co.
401 S. Salina Street, 8th Fl.
Syracuse, NY 13202

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of JULY 16TH, 2007 (the "Effective Date"), between Eugene Schmitt ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated JULY 16TH, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"): T128115

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4 Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5 Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE:

Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: _____

Name: Michael P. Skelly

Title: Chief Development Officer

7/2/08

LESSOR:

Eugene Schmitt
Eugene Schmitt

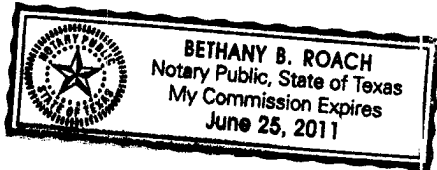
ACKNOWLEDGEMENTS
FOR THE LESSEE

STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

On this 30th day of July, 2007, before me personally appeared Michael P. S Kaly, to me known to me to be the Chief Dev. Officer of Pickett Brook Winc Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Bethany Roach
Notary Public



ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

On this 6 day of JULY, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Eugene Schmitt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Karen Cartland

Notary Public



08-16-2010 10:41:05 AM

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

1082-521-16

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

SCHULTZ
DAYNA D
PICKETT BROOK WIND FARM LLC

Index DEED BOOK
Book 02631 Page 0536
No. Pages 0011
Instrument LEASE
Date : 7/31/2007
Time : 4:08:04
Control # 200707310270
INST# DE 2007 004198
TRTX# TT 2007 006009
Employee ID COOK

COUNTY	\$	44.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	63.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of FEBRUARY 16, 2007 (the "Effective Date"), between Dayna D. Schultz, Tracey B. Schultz and Hillary G. Schultz, as joint tenants with rights of survivorship ("Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated FEBRUARY 16, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4 Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5 Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE:

Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: _____
Name: Michael P. Skelly
Title: Chief Development Officer

author

LESSOR:

Dayna D. Schultz
Dayna D. Schultz

Tracey B. Schultz N.M.A. Tracey B. Sprufo
Tracey B. Schultz

AS

Hillary G. Schultz
Hillary G. Schultz

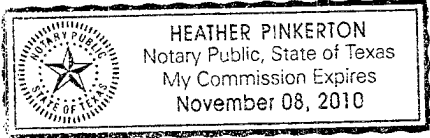
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**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 12 day of March, 2007, before me personally
appeared Michael P. Steelen, to me known to me to be
the Chief Dev. officer of Pickett Brook Wind Farm LLC, a Delaware limited
liability company, the company that executed the within and foregoing instrument, and
acknowledged said instrument to be the free and voluntary act and deed of said company, for
the uses and purposes therein mentioned, and on oath stated that he was authorized to execute
said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and
year first above written.



Heather Pinkerton
Notary Public

ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF New York)
) ss:
COUNTY OF Chautauqua)

On this 10th day of February, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Dayna D. Schultz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

J. Suzanne Grace
Notary Public

J. Suzanne Grace
Notary Public, State of New York
Reg. #01GR427204
Qualified to Commission
Commission Expires 4/18/2010

STATE OF New York)
) ss:
COUNTY OF Chautauqua)

On this 10th day of February, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Tracey B. Schultz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

J. Suzanne Grace
Notary Public

J. Suzanne Grace
Notary Public, State of New York
Reg. #01GR427736
Qualified to Commission
Commission Expires 4/18/2010

STATE OF New York)
) ss:
COUNTY OF Chautauque

#2
On this 16th day of February, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Hillary G. Schultz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Susan E. Updyke
Notary Public

JEAN G. UPDYKE
Notary Public, State of New York
No. 01076079399
Qualified in Chautauque County
Expires August 25, 2010

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

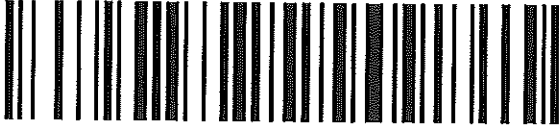
All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated as Chautauqua County Tax Map Nos. 1-1-25.2 and 1-1-25.4, which said land is contained in a *Deed* given by Rita M. Schultz, Trustee of David R. Schultz Trust dated December 8, 1994 to Dayna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

001-1-25.2-1-25.4-1996-12-10-12-1996



CHAUTAUQUA COUNTY – STATE OF NEW YORK
 SANDRA K. SOPAK COUNTY CLERK
 1 North Erie St, PO Box 170, Mayville, New York 14757

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



RECEIPT NO. : 201206057501

Clerk: KAS
 Instr #: DE2012003322
 Rec Date: 06/13/2012 03:24:32 PM
 Doc Grp: D
 Descrip: MEMO OF LEASE
 Num Pgs: 10
 Rec'd Frm: WENDY KINGSLAND

Party1: SHAW MARK ALAN
 Party2: ARKWRIGHT SUMMIT WIND FARM LLC
 Town: ARKWRIGHT

Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 95.00

Transfer Tax	
Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 95.00

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

***** Transfer Tax *****

Transfer Tax# : TT2012004137

Consideration: 0.00

Record and Return To:

EDP RENEWABLES
 808 TRAVIS 7TH FLOOR
 HOUSTON TX 77002

WARNING***

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra K. Sopak
 Chautauqua County Clerk

AFTER RECORDED MAIL TO:

Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "**Memorandum**"), is made and entered into as of May 31, 2012 (the "**Effective Date**"), between Mark Alan Shaw and Douglas Richmond, as Tenants in Common (collectively and individually, the "**Lessor**") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("**Lessee**"). Lessor and Lessee may hereafter be referred to as, together, the "**Parties**" and each, a "**Party**".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated May 31, 2012 (the "**Lease**") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "**Property**").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "**Wind Project**") in, on and upon certain real property which is in the vicinity of the Property (the "**Wind Project Property**").

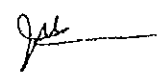
WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "**Operations**"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;



2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "**Generating Units**"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "**Wind Power Facilities**");

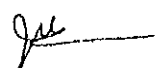
2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "**Access Rights**"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "**Operations Easements**"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;



3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

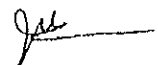
3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("**Crane Travel Path Easement**"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("**Distribution Facilities**") in each case for the benefit of one or more Projects (collectively the "**Distribution Easement**").

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by Law

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "**Lessor Easements**"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "**Lessor Subeasement**"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "**Separate Easement**"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term



"Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an **"Easement"**): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

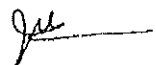
4. Term. The Lease shall initially be for a term (the **"Development Term"**) commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the **"Lease Extension Option"**) to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an **"Extended Term"**). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the **"Term"**. **"Commencement of Construction"** shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without



regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

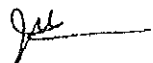
8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

10. Monetary Consideration. The good faith estimate of the actual monetary consideration to be paid by Lessee under the Lease is in the range from \$250,000.00 to \$500,000.00 subject to the following factors and contingencies:

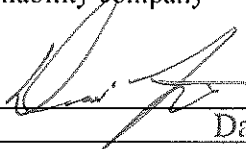
- (i) Commencement of construction of a Project;
- (ii) Exercise of the Extended Term under the Lease by Wind Company;
- (iii) The price of electricity paid by the Purchaser;
- (iv) The amount of Gross Revenues actually received by Wind Company;
- (v) The amount of electricity generated by the Generating Units located on the Property and/or the Wind Project Property, as applicable;
- (vi) Any curtailments imposed by the Purchase;
- (vii) Involuntary or voluntary shut-down of the Project;
- (viii) The number of Operational Turbines located on the Property and/or the Wind Project Property, as applicable;
- (ix) Any event of Force Majeure; and
- (x) The terms and conditions of the Lease.

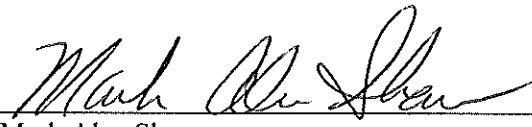
[SIGNATURES ON NEXT PAGE]




IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

“LESSEE” Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: 
Name: Daniel Fitzgerald
Title: Project Manager

“LESSOR” 
Mark Alan Shaw


Douglas Richmond



**ACKNOWLEDGEMENT
FOR THE LESSEE**

STATE OF New York)
COUNTY OF Albany) ss:

On this 31st day of May, 2012, before me personally appeared James Fitzgerald, to me known to me to be the authorized representative of **Arkwright Summit Wind Farm LLC**, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 19, 2014

**ACKNOWLEDGEMENTS
FOR THE LESSOR**

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

On this 14th day of May, 2012, before me personally appeared **Mark Alan Shaw**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Tammi L. Smith
Notary Public

Tammi L. Smith
Notary Public, State of New York
No. 01SM6083695
Qualified in Chautauque County
My Commission Expires Sept. 4, 2013

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

On this 14th day of May, 2012, before me personally appeared **Douglas Richmond**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Tammi L. Smith
Notary Public

Tammi L. Smith
Notary Public, State of New York
No. 01SM6083695
Qualified in Chautauque County
My Commission Expires Sept. 4, 2013

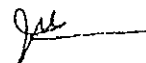
John

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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





A wind farm owned by Arkwright Summit Wind Farm LLC

One Park Place, Suite 227
Fredonia, New York 14063

716.679.4796 phone
716.679.1797 fax

February 17, 2009

CONFIDENTIAL

Craig and Melissa Silleman
2814 Route 83
Fredonia, New York 14063

Re: Amended Setback Waiver and Grant of Easements Letter Agreement

Dear Mr. and Mrs. Silleman:

This letter agreement is to amend the Setback Waiver and Grant of Easements Letter Agreement between Arkwright Summit Wind Farm LLC, a Delaware limited liability company, formerly known as New Grange Wind Farm LLC, a Delaware limited liability company ("Grantee"), and Craig O. Silleman and Melissa J. Silleman ("Grantor") (each a "Party" and collectively the "Parties") (the "Letter Agreement"), dated May 1, 2008, regarding the compensation due in connection with that certain Agreement for Waiver of Setback Requirement and Grant of Easements (the "Agreement") between the Parties, dated July 17, 2008 and recorded in Book 2656 at page 849 in the County Clerk's Office of Chautauqua County, State of New York. All capitalized terms not defined herein shall be given the meaning assigned to such terms in the Agreement and the Letter Agreement.

The Parties hereby agree that paragraph 3 of the Letter Agreement (a copy of which is attached) is hereby deleted in its entirety and replaced with the following paragraph 3:

3. Occupied Residence Payment. Starting at Commencement of Construction (as defined in the Agreement) and each calendar year thereafter, Grantee shall pay to Grantor the sum of One Thousand Two Hundred Dollars (\$1,200.00), in the aggregate, for any occupied residences located on the Property at the time of such payment ("Occupied Residence Payment"). To qualify for this payment, at least one of the residences must be occupied by the Grantor or the Grantor's tenant no less than two consecutive weeks during the twelve month period preceding the date the Agreement was signed. The Occupied Residence Payment will cease if all residences are demolished, destroyed and/or remain unoccupied by the Grantor or the Grantor's tenant for more than twenty-four continuous months (provided, however, that any qualifying residence that is demolished or destroyed will remain a qualifying residence so long as it is rebuilt within twenty-four (24) months of such demolition or destruction). For the purpose of clarification, the Occupied Residence Payment shall not increase based on the number of occupied residences on the Property, it being understood that such payment is an aggregate payment that shall apply

regardless of the number of occupied residences on the Property, so long as at least one occupied residence is located on the Property at the time of such payment. The Occupied Residence Payment shall be made annually, in advance, for each calendar year within fifteen (15) days after the commencement of each such calendar year. Any Occupied Residence Payment payable for less than a full calendar year shall be prorated on the basis of a 365-day year.

Grantor agrees that the Agreement and the Letter Agreement (as amended hereby hereinafter referred to as the "Letter Agreement") shall be confidential and that Grantor shall not disclose the terms thereof, provided however, that Grantor may disclose the Agreement and the Letter Agreement in its entirety to Grantor's lenders, attorneys, accountants and other personal financial advisors, any prospective purchaser of the Property, or where required by law or pursuant to lawful process, subpoena or court order; provided that in making such disclosure Grantor will advise the party receiving such information of the confidentiality thereof and obtain the agreement of said party not to disclose such information.

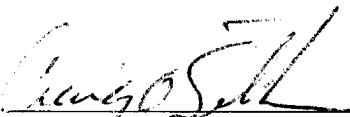
Upon your acceptance hereof by signing in the space provided below, this letter agreement shall constitute a binding agreement between the Parties, their respective heirs, successors and assigns. All Parties hereby acknowledge the receipt and sufficiency of good and valuable consideration for their obligations hereunder. This letter agreement shall be supplemental to and shall not amend or replace any of the terms or conditions of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this letter agreement the day and year first above written.


AGREED AND ACCEPTED:

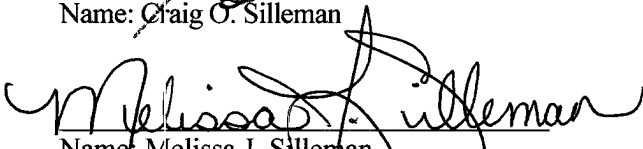
GRANTOR:

GRANTEE:


Name: Craig O. Silleman

Arkwright Summit Wind Farm LLC,
a Delaware limited liability company

By: 
Name: Tom Stebbins
Title: Project Manager


Name: Melissa J. Silleman

Chautauqua County Clerk

Return To:

PICKETT BROOK WIND FARM LLC
C/O HORIZON WIND ENG
808 TRAVIS STE 700
HOUSTON TX 77002

SORRENTO
JOSEPH D
PICKETT BROOK WIND FARM LLC

Index DEED BOOK
Book 02644 Page 0167
No. Pages 0010
Instrument MEMO OF LEASE
Date : 1/15/2008
Time : 1:19:56
Control # 200801150103
INST# DE 2008 000179
TRTX# TT 2008 002609
Employee ID COOK

COUNTY	\$	41.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	60.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



D026440167



AFTER RECORDED MAIL TO:

Pickett Brook Wind Farm, LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

08/03/2007 10:33:12 AM

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of July 19th, 2007 (the "Effective Date"), between Joseph D. Sorrento and Jami L. Sorrento (collectively and individually, the "Lessor") and Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated July 19th, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

656621

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited to geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New

York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE:

Pickett Brook Wind Farm, LLC,
a Delaware limited liability company

By: 

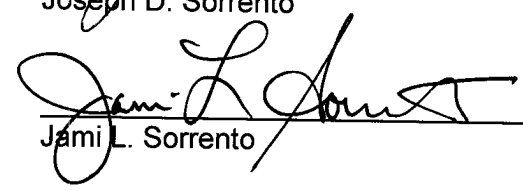
Name: Michael P. Skelly

Title: Chief Development Officer

AD/BBR

LESSOR:


Joseph D. Sorrento


Jami L. Sorrento

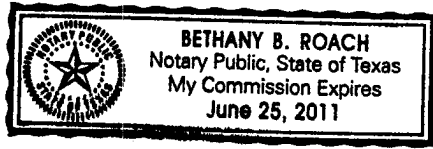
**ACKNOWLEDGEMENTS
FOR THE LESSEE**

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 31st day of July, 2007, before me personally appeared Michael P. Skelly Michael to me known to me to be the Chief Dev. Officer of Pickett Brook Wind Farm LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Bethany Roach
Notary Public



ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF New York)
COUNTY OF Chautauqua) SS:

On this 19 day of July, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Joseph D. Sorrento and Jami L. Sorrento, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.



Notary Public

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

Chautauqua County Clerk

Return To:

FRONTIER ABSTRACT
30 W BROAD ST
ROCHESTER NY 14614

STANBRO
LYLE L
ARKWRIGHT SUMMIT WIND FARM LLC

Index DEED BOOK
Book 02717 Page 0770
No. Pages 0010
Instrument MEMO OF LEASE
Date : 4/07/2011
Time : 1:19:45
Control # 201104070080
INST# DE 2011 001420
TRTX# TT 2011 003465
Employee ID STRANDBK

COUNTY	\$	76.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	95.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



Prepared By:

Attn: General Counsel @ Arkwright Summit Wind Farm LLC
808 Travis, Suite 700, Houston, TX 77002

After Recorded Mail To:

Attn: Suzanne Ng/ TA# 11-073 @ Title Associates
825 Third Avenue, 30th Fl, NY NY 10022

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of March 1, 2011 (the "Effective Date"), between Lyle L. Stanbro, Jr. and Debbie Stanbro, as tenants by the entirety ("Lessor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wind Energy Lease and Agreement dated March 1, 2011 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.
2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and

2.5. Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4. An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement;

3.1.5. A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement"); and

3.1.6. A non-exclusive easement for the Access Rights ("Access Easement");

3.2. Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility on any of the Wind Project Property, including replacements thereof, exists, unless earlier terminated in writing by Lessee, and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any Operation Easement continue longer than the longest period permitted by Law

3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across

the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. The Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1. Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not

supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

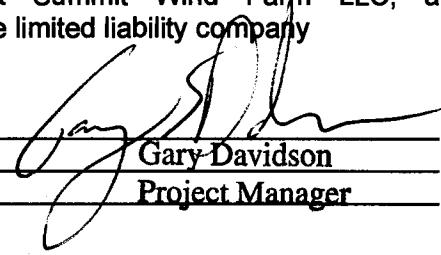
8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: Arkwright Summit Wind Farm LLC, a Delaware limited liability company

By: 
Name: Gary Davidson
Title: Project Manager

LESSOR:


Lyle L. Stanbro, Jr.


Debbie Stanbro

724

ACKNOWLEDGEMENTS
FOR THE LESSEE

STATE OF NEW YORK)
COUNTY OF Albany) ss:

On the 1st day of March, in the year 2011, before me, the undersigned, a notary public in and for said state, personally appeared GARY ~~Davidson, authorized representative~~ 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.

Wendy S. Kingland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

72

ACKNOWLEDGEMENTS
FOR THE LESSOR

STATE OF Florida)
~~NEW YORK~~)
COUNTY OF LEE) ss:

On this 23rd day of February, 2011, before me, the undersigned, a notary public in and for said State, personally appeared **Lyle L. Stanbro, Jr.**, 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.



Sheri D. Raybuck
Notary Public

STATE OF Florida)
~~NEW YORK~~)
COUNTY OF LEE) ss:

On this 23rd day of February, 2011, before me, the undersigned, a notary public in and for said State, personally appeared **Debbie Stanbro**, 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.



Sheri D. Raybuck
Notary Public

[Handwritten mark]

EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

724

904979 (c)

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

STOIANSCHEWSKY
ROSEMARIE REINECKE-TR
ARKWRIGHT SUMMIT WIND FARM LLC

REINECKE
ROSEMARIE -TR

Index DEED BOOK

Book 02691 Page 0011

No. Pages 0010

Instrument MEMO OF LEASE

Date : 12/18/2009

Time : 3:50:11

Control # 200912180186

INST# DE 2009 006383

TRTX# TT 2010 002231

Employee ID KIM

COUNTY	\$	81.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	100.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



9

8709-04979-(C)
149.00
1
40 + 41
Chautauque

STEWART TITLE INSURANCE
707 WESTCHESTER AVENUE
SUITE 411
WHITE PLAINS, NY 10604

AFTER RECORDED MAIL TO:

Arkwright Summit Wind Farm LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT (this "Memorandum"), is made and entered into as of Nov 13, 2009 (the "Effective Date"), between Dr. Rosemarie Reinecke Stoianschewsky o.w. Dr. Rosemarie Stoianschewsky o.w. Dr. Rosemarie Reinecke, Trustee of a certain Declaration of Trust executed May 26th, 1992 by Dr. Rosemarie Reinecke Stoianschewsky o.w. Dr. Rosemarie Stoianschewsky o.w. Dr. Rosemarie Reinecke as Donor* ("Lessor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company, successor in interest to Pickett Brook Wind Farm, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee may hereafter be referred to as, together, the "Parties" and each, a "Party".

* 6170 NE Copper Beech Drive
Hillsboro OR. 97124-5035

RECITALS

* 808 Travis Street
Suite 700
Houston TX 77002

WHEREAS, Lessor and Pickett Brook Wind Farm, LLC, a Delaware limited liability company entered into that certain Wind Energy Lease and Agreement dated August 6, 2007 (the "Lease") which affects and burdens the land described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

WHEREAS, Lessee and Lessor have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and of Lessee rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property, upon all of the terms and conditions set forth therein. As more fully provided in and

subject to the Lease, Lessee shall have possession of the Property for the following uses and purposes (collectively, "Operations"):

2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects (as defined below): (a) wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other equipment) (collectively, "Generating Units"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) control, maintenance and administration buildings; (g) laydown areas and maintenance yards; (h) utility installations; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4 Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "Access Rights"); and 2.5 Undertaking any other activities that Lessee or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, geological, including but not limited geological drilling, biological, cultural and other tests and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

3. Easements.

3.1. In addition, Lessor hereby grants to Lessee the following easements (collectively, the "Operations Easements"):

3.1.1 A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

3.1.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

3.1.3 An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement; and

3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), (i) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (ii) communication lines which carry communications to and from the Wind Project Property and (iii) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("Distribution Facilities") in each case for the benefit of one or more Projects (collectively the "Distribution Easement").

3.2 Notwithstanding anything contained herein to the contrary, the term of each Operation Easement (the "Operation Easement Term") shall be perpetual and shall not terminate on, and shall survive after, the termination or expiration of the Lease.

3.3 To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination hereof.

3.4 Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to

whom designated by Lessee or such Sublessee. The term of each Separate Easement shall be perpetual. For purposes of this Lease, the term "Project" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by Law (as defined below), such Easement shall be appurtenant to the applicable leasehold estate and in the event the Operations Easements are continued pursuant to Section 1.3.2 of the Lease, the Property; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Term. This Lease shall initially be for a term (the "Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date or (b) the date on which the First Extended Term (as defined in the Lease) commences.

4.1 Extended Term. If Commencement of Construction has occurred, Lessee shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one twenty-eight (28) year period and thereafter for one (4) year period (each, an "Extended Term"). The Development Term and an Extended Term are sometimes collectively referred to hereafter as the "Term". "Commencement of Construction" shall mean when Lessee commences the grading and groundwork for (a) one or more Lessee Roads (excluding any work for widening of public roads or any work on private roads existing prior to the Commencement of Construction associated therewith) on the Property or (b) the first foundation for the Generating Units on the Property.

5. Other Provisions. The Lease is for the additional purposes, are of the nature, and are subject to the requirements, restrictions and limitations, set forth in therein. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, setback areas, restrictions on grants of easements by Lessor, use of the Property by Lessor and the waiver of setback requirements by Lessor. Lessor shall have no ownership or other interest in any Improvements installed by Lessee on the Property, and Lessee may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or

covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

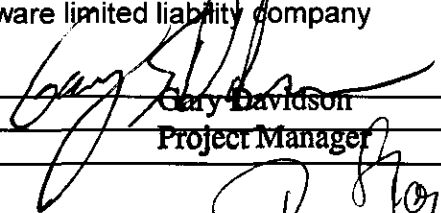
8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

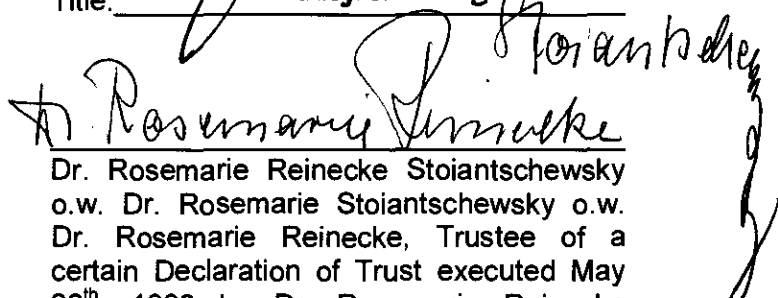
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LESSEE: Arkwright Summit Wind Farm LLC,
a Delaware limited liability company

By: 
Name: Gary Davidson
Title: Project Manager

LESSOR:


Dr. Rosemarie Reinecke Stoianschewsky
Dr. Rosemarie Reinecke Stoianschewsky o.w. Dr. Rosemarie Stoianschewsky o.w.
Dr. Rosemarie Reinecke, Trustee of a
certain Declaration of Trust executed May
26th, 1992 by Dr. Rosemarie Reinecke
Stoianschewsky o.w. Dr. Rosemarie
Stoianschewsky o.w. Dr. Rosemarie
Reinecke as Donor

**ACKNOWLEDGEMENT
FOR THE LESSEE**

STATE OF New York)
COUNTY OF Albany) ss:

On this 13th day of November, 2009, before me, the undersigned, a notary public in and for said State, personally appeared Cary Davidson, authorized representative, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.


Wendy S. Kingland
Notary Public

WENDY S. KINGLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2010

**ACKNOWLEDGEMENT
FOR THE LESSOR**

STATE OF Oregon)
) ss:
COUNTY OF Washington

On this 5th day of November, 2009, before me, the undersigned, a notary public in and for said State, personally appeared Dr. Rosemarie Reinecke Stoianschewsky o.w. Dr. Rosemarie Stoianschewsky o.w. Dr. Rosemarie Reinecke, Trustee of a certain Declaration of Trust executed May 26th, 1992 by Dr. Rosemarie Reinecke Stoianschewsky o.w. Dr. Rosemarie Stoianschewsky o.w. Dr. Rosemarie Reinecke as Donor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.



Notary Public



EXHIBIT "A"

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Chautauqua County Tax Map Section No. 149.00 as Parcel No. 149.00-1-41 and 149.00-1-40 (old # 5-1-18 and 5-1-19), which said land is contained in a *Quit -Claim Deed* given by Dr. Rosemarie Reinecke, single to Dr. Rosemarie Reinecke Stoianschewsky o.w. Dr. Rosemarie Stoianschewsky o.w. Dr. Rosemarie Reinecke, Trustee of a certain Declaration of Trust executed May 26th, 1992 by Dr. Rosemarie Reinecke Stoianschewsky o.w. Dr. Rosemarie Stoianschewsky o.w. Dr. Rosemarie Reinecke as Donor, dated February 10, 1995 and recorded on March 1, 1995 in the Chautauqua County Clerk's Office in Book 2326 of Deeds at page 999, to which reference is made for a more detailed description and incorporated herein.

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST

SYRACUSE NY 13202

SWEENEY
JOSEPH
NEW GRANGE WIND FARM LLC

Index DEED BOOK

Book 02650 Page 0572

No. Pages 0015

Instrument EASEMENT

Date : 4/18/2008

Time : 1:33:29

Control # 200804180080

INST# DE 2008 001857

TRTX# TT 2008 003868

Employee ID COOK

1082-522-001

COUNTY	\$	56.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	75.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



D026500572

X

AGREEMENT FOR WAIVER OF SETBACK REQUIREMENT AND GRANT OF EASEMENTS

THIS AGREEMENT FOR WAIVER OF SETBACK REQUIREMENT AND GRANT OF EASEMENTS, (this "Agreement") made and entered into this 19th day of March, 2008 (the "Effective Date"), by and between **Joseph Sweeny**, collectively referred to as "Owner" and **New Grange Wind Farm, LLC**, a Delaware limited liability company, hereafter referred to as "Company." Owner and Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

A. Owner (i) owns the property located in Chautauqua County, New York, designated on the Town of Arkwright Tax Map as parcel no. **149.00-1-57**, as more particularly described on **Exhibit A**, attached hereto and made a part hereof ("Owner's Property") consisting of approximately ten and 20/100 (10.20) acres, and (ii) has the right and authority to enter into this Agreement, described herein.

B. Company desires to install wind-powered turbines and generators capable of producing wholesale electricity, temporary and permanent meteorological towers, and associated appurtenances, equipment, facilities and roadways ("**Wind Power Facilities**") on adjacent property and other property located in the vicinity of the Owner's Property Chautauqua County, New York (the "**Wind Project Property**"), as a part of a renewable energy project ("**Project**"). The Wind Power Facilities may be closer to the property boundary with Owner's Property than allowed by the setback requirements ("**Setback Requirements**") set forth in the Town of Arkwright Zoning Ordinance - Article VI-A-Wind Energy Facilities, Local Law No. 2 of 2007 entitled "Wind Energy Facilities Law of the Town of Arkwright," as same may from time to time be amended ("**Zoning Law**").

C. Company desires to obtain a waiver of certain Setback Requirements of the Zoning Law from Owner for the development, installation, operation and maintenance of the Wind Power Facilities on the Wind Project Property and Owner is willing to grant Company such a waiver and Easements for Owner's Property on the terms and provisions set forth herein.

D. Section 662(E) of the Zoning Law sets forth the Setbacks Requirements. A copy of Section 662(E) of the Zoning Law is attached hereto and made a part hereof as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the consideration stated in the side letter between the Parties, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are hereby made a substantive part of this Agreement.
2. Owner's Waivers.

2.1 Owner hereby acknowledges that it has reviewed the Setback Requirements in Exhibit B attached hereto and is aware of and generally familiar with the nature of the Wind Power Facilities that are a part of the Project. Owner hereby waives the Setback Requirements in the Zoning Law for Owner's Property and structures thereon, including any residence, above-ground utilities and/or gas

10 #

wells. The Owner consents to setbacks for the Wind Power Facilities being less than required by such Zoning Law. Further, if so requested by Company or any such affiliate, Owner shall, without demanding additional consideration therefore, (i) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Company or the Town of Arkwright in connection therewith and (ii) return the same thereto within ten (10) days after such request.

2.2 Owner agrees that Owner shall not make a claim against Company or any affiliate, member, shareholder, officer, director or agent of Company, or any present or subsequent owner or assignee of the Agreement or the Wind Project Property, for a violation of any requirements or limitations set forth or identified in Section 662(E) of the Zoning Law.

3. Grant of Easements. Owner irrevocably grants to Company, the following perpetual and exclusive easements (“**Easements**”) on, over, under, upon, along and across Owner’s Property on the terms and provision hereafter set forth:

3.1 An easement, right and entitlement on, over, under, upon, along and across Owner’s Property for any audio, visual, view, light, sound, vibration, air turbulence, wake, electromagnetic, radio frequency, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on the Wind Project or (b) facilities now or hereafter located on the Wind Project Property.

3.2 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Owner’s Property; and

3.3. An exclusive easement to permit the rotors of turbines located on adjacent properties to overhang the Owner’s Property.

4. Owner’s Use. Owner reserves the right to continue to use the Owner’s Property for any lawful purposes except for the development and operation of Wind Power Facilities, provided that Owner shall not use the Owner’s Property, or permit its use by others, for any purpose that is not in compliance with the Zoning Law, or for any purpose that competes or interferes with Company’s installation, operation, maintenance and repair of the Wind Power Facilities on the Wind Power Property.

5. Cooperation and Road Widening.

5.1 Cooperation. Owner shall support and cooperate with Company in its operations and the exercise of its rights hereunder and in carrying out and otherwise giving full force and effect to the purposes and intent of this Agreement, including Company’s efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit entitlement, approval, authorization or other rights necessary or convenient in connection with its respective operations, and Owner shall, without demanding additional consideration therefore, (a) execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument (including any document or instrument intended to correct an error in this Agreement or to amend the legal description attached hereto) that is reasonably requested by Company in connection herewith or therewith, and (b) return the same (as executed) to Company within ten (10) days after Owner’s receipt thereof.

5.2 Road Widening. Owner shall fully support and cooperate with Company's efforts to obtain from any governmental authority or any other person or entity the widening and improving of public roads to a width (a) of up to two rods with a fifteen (15) foot construction easement to windrow or stockpile the topsoil when extending the ditches of the roads, the width of which will vary depending on the topography, the width of the shoulder, buildings or other improvements, boulders, wetlands, roads, transmission facilities or lines, recreational areas, inhabited areas, leased lands (or other rights of third parties) or other obstacles or impediments, or (b) as required by the applicable governmental authority and/or (ii) the installation of utilities, private or public in the road right of way (the "Road Widening"); Owner hereby consents to any such Road Widening and Owner shall, without demanding additional consideration therefore (a) execute a consent agreement and/or easement agreement regarding the Road Widening and any governmental authority's efforts in the Road Widening and (b) return the same (as executed) to Company within ten (10) days after Owner's receipt thereof.

6. Termination. The Easements and this Agreement shall not be terminable by Owner under any circumstances. Company reserves the right to terminate the Easements at any time by giving written notice of termination to Owner. Upon termination by Company, Company shall record a termination of the Easements and this Agreement or other appropriate document in the Chautauqua County Clerk's Office, New York. The agreement by Owner to waive the Setback Requirements of the Zoning Law shall be permanent and shall not be revoked without the consent of the Town Board of the Town of Chateaugay and the Company, which consent shall be granted upon either the completion of the decommissioning of the Wind Energy Facilities on the Wind Project Property in accordance with the Zoning Law, or the acquisition of Owner's Property by the owner of the Wind Project Property where the Wind Energy Facilities are located or by the owner of the Project.

7. Recording. This Agreement or a Memorandum of this Agreement, shall be recorded in the Chautauqua County Clerk's office by Company, at Company's expense in order to advise all subsequent owners of Owner's Property that there is a waiver of the Setback Requirements as set forth in Exhibit B attached hereto and the grant of Easements as set forth in Paragraph 4, above.

8. Right To Assign and Encumber.

8.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "**Transfer**"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, Wind Power Facilities or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

8.2 Release From Liability. However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement or in an Easement, the assigning Company shall be released from all of its obligations and liability under this Agreement and/or such Easement (as the case may be), so long as the assignee assumes Company's obligations and liabilities with respect to the right, title and interest so transferred.

8.3 Notice to Owner. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 8.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of Chautauqua County.

9. Default. If a Party (the "**Defaulting Party**") fails to perform its obligations hereunder (an "**Event of Default**"), then it shall not be in default hereunder unless it fails to cure (i) a monetary Event of Default within thirty (30) days after receiving written notice from the other Party (the "**Non-Defaulting Party**") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "**Notice of Default**") and (ii) a non-monetary Event of Default within sixty (60) days after receiving a Notice of Default from the Non-Defaulting Party; provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

9.1. Payment Under Protest. The Defaulting Party may cure any monetary Event of Default by depositing the amount in controversy (not including claimed consequential, special, exemplary or punitive damages) in escrow with any reputable third party escrow, or by interpleading the same, which amount shall remain undistributed until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

10. Estoppel Certificates. Each Party (the "**Responding Party**") shall, within ten (10) days after written request by the other Party or any existing or proposed Lender (each, a "**Requesting Party**"), execute and deliver to the Requesting Party an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the Annual Payment has been paid, (c) certifying that to the best of the Responding Party's knowledge there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by the Requesting Party. The failure of the Responding Party to deliver any such certificate within such time shall be conclusive upon the Responding Party that (i) this Agreement is in full force and effect and has not been modified, (ii) the Annual Payment has been paid through the date of such written notice, (iii) there are no uncured Events of Default by the Requesting Party hereunder and (iv) the other certifications so requested are in fact true and correct.

11. Lender's Right to Possession, Right to Acquire and Right to Assign. A Lender shall have the absolute right to do one, some or all of the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other

means) to the Easements, (d) perform any obligations to be performed by Company, or cause a receiver to be appointed to do so; (e) assign or transfer the Easements to a third party; or (f) exercise any rights of Company hereunder. Owner's consent shall not be required for any of the foregoing; and, upon acquisition of the Easements by a Lender or any other third party who acquires the same from or on behalf of the Lender, Owner shall recognize the Lender or such other party (as the case may be) as Company's proper successor, and this Agreement shall remain in full force and effect.

11.1. Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Company, Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender concurrently with delivery of such notice to Company, as applicable, specifying in detail the alleged Event of Default and the required remedy.

11.2. Cure. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Company after Company's receipt of a Notice of Default hereunder, plus, in each instance, the following additional time periods: (a) thirty (30) days in the event of any monetary Event of Default; and (b) sixty (60) days in the event of any non-monetary Event of Default; provided, however, that (y) such sixty (60)-day period shall be extended for the time reasonably required by the Lender to complete such cure, including the time required for the Lender to obtain possession of the Owner's Property (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (z) the Lender shall not be required to cure those Events of Default which are not reasonably susceptible of being cured or performed by such party ("**Non-Curable Defaults**"). The Lender shall have the absolute right to substitute itself for Company and perform the duties of Company hereunder for purposes of curing such Event of Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender (or its employees, agents, representatives or contractors) to enter upon the Owner's Property to complete such performance with all of the rights and privileges of Company. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Lender as set forth above. Further, (i) neither the bankruptcy nor the insolvency of Company shall be grounds for terminating this Agreement as long as the Annual Rent payable by Company are paid by the Lender in accordance with the terms thereof and (ii) Non-Curable Defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or other acquisition of the Easements.

11.3. Deemed Cure; Extension. If any Event of Default by Company under this Agreement cannot be cured without obtaining possession of all or part of (a) the Owner's Property, (b) the Easements, then any such Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Owner as set forth in Section 11.2, a Lender acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Lender performs all other obligations as and when the same are due in accordance with the terms of this Agreement, as the case may be. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Company, as the case may be, from commencing or prosecuting the proceedings described above, then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

11.4. Liability. A Lender that does not directly hold an interest in this Agreement, or that holds a Lender's Lien, shall not have any obligation under this Agreement prior to the time that such Lender

succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Agreement only for and during the period of time that such Lender directly holds such absolute title. Further, in the event that a Lender elects to (a) perform Company's obligations under this Agreement (b) acquire any portion of Company's right, title, or interest in the Owner's Property or in this Agreement or (d) enter into a new agreement as provided in Section 11.5, then such Lender shall not have any personal liability to Owner in connection therewith, and Owner's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Owner's Property. Moreover, any Lender or other party who acquires the Easements pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Easements.

11.5. New Agreement to Lender. In the event that this Agreement (a) terminates because of Company's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Owner shall, immediately upon written request from such Lender received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new agreement (as the case may be) in favor of such Lender, which new agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Company prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance, and continuing for the remaining term of this Agreement before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain the same interests in the Owner's Property or such portion thereof as to which such Lender held a Lender's Lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) contain a grant to the Lender of Easements and (v) enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Owner; and, until such time as such new agreement is executed and delivered, the Lender may enter, use and enjoy the Owner's Property as if this Agreement were still in effect. At the option of the Lender, the new agreement may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Company thereunder. If more than one Lender makes a written request for a new agreement pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.

11.6. Lender's Consent. Notwithstanding any provision of this Agreement to the contrary, (a) Owner shall not agree to a modification or amendment of this Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien and (b) Owner shall not accept a surrender of the Owner's Property or any part thereof or a termination of this Agreement; in each such case without the prior written consent of each Lender.

11.7. Further Amendments. At Company's request, Owner shall amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Owner under this Agreement. Further, Owner shall, within ten (10) days after written notice from Company or any existing or proposed Lender, execute and deliver thereto a certificate to the effect that Owner (a) recognizes a particular entity as a Lender

under this Agreement and (b) will accord to such entity all the rights and privileges of a Lender hereunder.

12. Mortgage Payments. If the Owner's Property is subject to a mortgage as of the date of this Agreement, Owner agrees to pay all obligations secured by such mortgage. Owner agrees to promptly provide Company with a copy of any default notices that Owner receives from its lender. In addition, Owner, at the request of Company, agrees to obtain from any existing lender a subordination and/or non-disturbance agreement in form and substance reasonably acceptable to Company. In addition, Owner expressly acknowledges and agrees that any statutory or common law lien rights in favor of Owner or any mortgage granted by Owner subsequent to the date of this Agreement are expressly subordinate and inferior to Company's right, title and interest in the Agreement and/or the Easements and to any liens and security interests granted by Company in favor of any Lender. Owner agrees to execute any further documentation which may be requested by Company or its Lender to evidence such subordination.

13. Notices. All notices, statements, demands, correspondence or other communications required or permitted by this Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient (be it Owner, Company or a Lender), (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

If to Company:

New Grange Wind Farm LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attention: General Counsel

With a copy to:

New Grange Wind Farm, LLC
c/o Horizon Wind Energy, LLC
52 James Street
Albany, NY 12207
Attention: Development Director

If to Owner:

Joseph Sweeny
5 Brendon Court
Fredonia, NY 14063

If to any Lender:

To the address(es) indicated in the notice(s)
to Owner provided under Section 8.3

Owner, Company and any Lender may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section by giving written notice of such change to the other parties in the manner provided in this Section. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Attorneys' Fees. In the event of any litigation for the interpretation or enforcement hereof, or for damages for a default hereunder, or which in any other manner relates to this Agreement, the Easements or the Owner's Property, the prevailing Party shall, be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys' fees incurred in connection therewith.

15. Construction. This Agreement, including any Exhibits attached hereto, contains the entire agreement between the Parties in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, shall be deemed to have been merged herein and superseded hereby. Should any provision of this Agreement be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by such holding. Except with respect to the rights conferred upon Lenders hereunder (which Lenders and their respective successors and assigns are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the covenants contained herein are made solely for the benefit of Owner and Company and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement. Any covenants contained in this Agreement which could be interpreted as partially or wholly to be performed after termination hereof, and any indemnities, representations and warranties set forth in this Agreement, shall survive the expiration or earlier termination hereof. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of grantor and grantee. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and shall not define, limit or otherwise affect the scope, meaning or intent hereof. As used in this Agreement with respect to time of notice or performance, the term "day" shall refer to business days in Chautauqua County, New York. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

16. Miscellaneous. This Agreement shall not and cannot be modified or amended except by a writing signed by both Parties. If the Parties are unable to amicably resolve any dispute arising out of or in connection with this Agreement, then, all legal proceedings shall be held in New York courts, State or Federal, which would have jurisdiction over the matter in dispute or the amount in controversy. If Owner consists of more than one person or entity, then (a) each reference herein to "Owner" shall include each person and entity signing this Agreement as or on behalf of Owner and (b) the liability of each such person and entity shall be joint and several. In the event that this Agreement is not executed by one or more of the persons or entities comprising the Owner herein, or by one or more persons or entities holding an interest in the Owner's Property, then this Agreement

shall nonetheless be effective, and shall bind all those persons and entities who have signed this Agreement. Each of the signatories hereto represents and warrants that he/she has the authority to execute this Agreement on behalf of the Party for which he/she is signing.

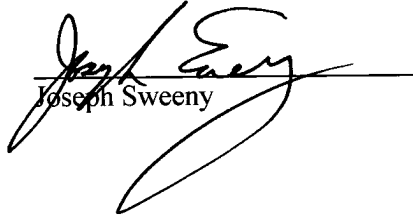
17. Overburdening. No act or failure to act on the part of Company or the holder of the Easements shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easements back to Owner. Nonuse of the Easements shall not prevent the future use of the entire scope thereof in the event the same is needed. No use of or improvement to the Owner's Property (or such other lands) or any lands benefited by the Easements, and no Transfer, shall, separately or in the aggregate, constitute an overburdening of the Easements.

18. Covenants Running With The Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Owner's Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Owner's Property (including without limitation, any Lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Company and its respective heirs, administrators, executors, legal representatives, successors and assigns, and the Wind Project Property. To the extent any of the provisions of the Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be enforceable as assignable and alienable easements in gross.

SIGNATURES TO FOLLOW ON NEXT PAGE


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

OWNER


Joseph Sweeny

COMPANY

New Grange Wind Farm LLC,
a Delaware limited liability company

By: 
Name: Tom Stebbins
Title: Project Manager
TS

20080116 11:00 AM

**ACKNOWLEDGEMENTS
FOR THE OWNER**

STATE OF New York)
COUNTY OF Chautauque) ss.:

On the 19 day of March, in the year 2008 before me, the undersigned, a notary public in and for said State, personally appeared Joseph Sweeny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names 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 on behalf of which the individual acted, executed the instrument.

Roberta Anne Valentine
Notary Public

My Commission Expires: Notary Public, State of New York
NO. 01VA6146459
Qualified in Chautauque County
Commission Expires May 15, 2010

**ACKNOWLEDGEMENTS
FOR THE COMPANY**

STATE OF New York
COUNTY OF Albany ss.:

On the 26th day of March, in the year 2008 before me, the undersigned, a notary public in and for said State, personally appeared, Tom Stebbins, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Wendy S. Kingland
Notary Public

My Commission Expires: 11/13/2010

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2010

Exhibit A

Legal Description of Owner's Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map as Parcel No. **149.00-1-57** (old # 5-1-49.9), which said land is contained in a *Quitclaim with Lien Covenant Deed* given by Veronica Sweeny to Joseph Sweeny, dated October 22, 1997, and recorded on November 13, 1997 in the Chautauqua County Clerk's Office in Book 02375 of Deeds at page 0956, to which reference is made for a more detailed description and incorporated herein.

EXHIBIT B

Setbacks for Wind Energy Facilities Pursuant to Town of Arkwright Zoning Ordinance -Article VI-A-
Local Law No. 2 of 2007, entitled "Wind Energy Facilities Law of the Town of Arkwright, New
York"

(ATTACH COPY)

11/15/08 10:00 AM

106

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
401 S SALINA ST

SYRACUSE NY 13202

SZYDLO
LEONARD
ARKWRIGHT SUMMIT WIND FARM LLC

Index DEED BOOK

Book 02675 Page 0919

No. Pages 0018

Instrument EASEMENT

Date : 4/21/2009

Time : 2:32:30

Control # 200904210252

INST# DE 2009 001800

TRTX# TT 2009 004244

Employee ID COOK

COUNTY	\$	116.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	135.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN	\$	.00
Transfer Tax	\$	.00

Sandra K. Sopak
County Clerk



D026750919



AFTER RECORDING RETURN TO

Stewart Title Insurance Company
401 S. Salina Street, 8th Floor
Syracuse, NY 13202

(This space reserved for recording information)

TRANSMISSION LINE EASEMENT

4th THIS TRANSMISSION LINE EASEMENT (the "Easement Agreement"), is effective this day of February, 2008 (the "Effective Date"), by and between Leonard Szydlo, his successors and assigns (the "Grantor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company, its successors and assigns ("Grantee"). Grantor and Grantee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

A. Grantor is the owner of a certain tract of real property located in Chautauqua County, New York and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Grantor desires to grant and convey to Grantee an exclusive perpetual easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property.

C. Grantee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Grantee, its respective successors, assigns and any subsequent purchaser of interest in Grantee may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

IN CONSIDERATION of the foregoing and other good and valuable consideration and the consideration as stated in the Easement Side Letter, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

T132984

1. **Grant.** Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, in and to the following perpetual easements as easements appurtenant to the Wind Project Property and the Subsequent Wind Projects Property:

1.1 An exclusive easement (the "Transmission Easement") on, in, along, across and under that portion of the Property more particularly described on Exhibit B attached hereto (the "Easement Area"), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy at a voltage of no more than 115 kV per cable and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Grantee may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface, (iii) the right to keep the Easement Area clear of all brush, trees, timber or other hazards which in Grantee's reasonable opinion would interfere with the Transmission Facilities or Grantee's exercise of its rights hereunder, (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property, and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Grantee deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Grantee, at its expense, will promptly restore that portion of the Property used by Grantee for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

1.2 Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Easement Area shall be deemed to be a strip of land one hundred fifty feet (150') wide, running seventy-five feet (75') on either side of a center line where possible as shown in Exhibit B-1. Grantor acknowledges that the general location of the Easement Area, as described in the Exhibits attached hereto, is based on preliminary mapping only and Grantor hereby agrees that the Transmission Easement hereby granted shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Grantor agrees to execute an amendment to this Easement Agreement evidencing the legal description of the Easement Area after completion of the Transmission Facilities, which shall be recorded in the Chautauqua County Clerk's Office at Grantee's expense.

1.3 Cross-arms of up to twenty (20) feet in length may overhang any part of the Easement Area and guy wires may encroach onto the Property. Any underground power lines and/or fiber

Facilities Assets. Moreover, any Mortgagee or other party who acquires the Transmission Facilities Assets pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Easement Agreement to the extent the same are incurred or accrue after such Mortgagee or other party no longer has ownership of the Transmission Facilities Assets.

7.3 Mortgagee Protection. Any Mortgagee, upon delivery to Grantor of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Easement Agreement:

7.3.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (a) to assign its Mortgage; (b) to enforce its lien and acquire title to all or any portion of the Transmission Facilities Assets by any lawful means; (c) to take possession of and operate all or any portion of the Transmission Facilities Assets and to perform all obligations to be performed by Grantee under this Easement Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire all or any portion of the Transmission Facilities Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Grantor's consent to assign or transfer all or any portion of the Transmission Facilities Assets to a third party. Grantor's consent shall not be required for any of the foregoing, and upon acquisition of the interests of all or any portion of the Transmission Facilities Assets by a Mortgagee or any other third party who acquires the same from or on behalf of the Mortgagee, Grantor shall recognize the Mortgagee or such other party (as the case may be) as Grantee's proper successor, and this Easement Agreement and the Easements shall remain in full force and effect.

7.3.2 Opportunity to Cure. Following acquisition of all or a portion of the Transmission Facilities Assets by the Mortgagee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Easement Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Transmission Facilities Assets shall, as promptly as reasonably possible, commence the cure of all defaults under this Easement Agreement and thereafter diligently process such cure to completion; provided, however, that the Mortgagee or party acquiring title to the Transmission Facilities Assets shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-Curable Defaults"). Non-Curable Defaults shall be deemed waived by Grantor upon completion of foreclosure proceedings or acquisition of Grantee's interest in the Transmission Facilities Assets by such party. If a Mortgagee is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Grantee from commencing or prosecuting the appropriate judicial or nonjudicial proceedings, then any cure period for commencing such proceedings shall be extended for the period of such prohibition.

7.3.3 Termination. Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Easement Agreement or the Easements as long as all payments and all other monetary charges payable by Grantee under this Easement Agreement are paid by the Mortgagee in accordance with the terms of this Easement Agreement.

7.3.4 New Easement. In the event that this Easement Agreement (a) terminates because of Grantee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Mortgagee has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Grantor shall, immediately upon written request

from such Mortgagee received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new easement agreement in favor of such Mortgagee, which new easement agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Easement Agreement (except for any requirements that have been fulfilled by Grantee prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance and continuing for the remaining term of this Easement Agreement before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain a grant of Easements, over, under, upon, along and across the Easement Areas or such portion thereof as to which such Mortgagee held a lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) enjoy the same priority as the Easement Agreement has over any lien, encumbrance or other interest created by Grantor, and, until such time as such new easement agreement is executed and delivered, the Mortgagee may enter, use and enjoy the Easements and the Easement Areas and conduct operations thereon as if this Easement Agreement were still in effect. At the option of the Mortgagee, the new easement agreement may be executed by a designee of such Mortgagee, with the Mortgagee assuming the burdens and obligations of Grantee thereunder. If more than one Mortgagee makes a written request for a new easement agreement pursuant hereto, then the same shall be delivered to the Mortgagee whose lien is senior in priority.

7.3.5 Mortgagee Consent. Notwithstanding any provision of this Easement Agreement to the contrary, (a) Grantor shall not agree to a modification or amendment of this Easement Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Mortgagee or impair or reduce the security for its lien and (b) Grantor shall not accept a surrender of the Easement Areas, the Easements or any part thereof or a termination of this Easement Agreement; in each such case without the prior written consent of each Mortgagee.

8. **Default**. If Grantee fails to perform its obligations hereunder (an “Event of Default”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from Grantor stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “Notice of Default”); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then Grantee shall not be in default if it commences such performance with such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

9. **Condemnation**. If all or any part of the Easement Area is taken by condemnation, or is purchased by any governmental body or agency having the power of condemnation, the Parties hereto shall be entitled to share in the condemnation award or purchase price on the basis of the value of their respective interests and rights therein and the use thereof as the Parties shall at that time agree.

10. **Taxes**. Grantor shall pay, when due, all real property taxes and assessments levied against the Property, including the Easement Area and the improvements located thereon, by a governmental body (collectively, “Taxes”). Grantee shall pay, when due, all real property taxes and assessments levied against the Transmission Facilities, whether assessed separately or not. If the Taxes are levied or assessed in the name of Grantor, Grantee agrees to promptly reimburse Grantor for Grantee’s proportionate share thereof, or to pay the same directly to the taxing authority, at Grantor’s preference, upon written notice by Grantor to Grantee setting forth Grantee’s proportionate

share thereof. Grantee and/or Grantor may contest the legal validity or amount of any Taxes for which each is responsible under this Easement Agreement, and may institute such proceedings as they consider necessary. Grantee's duty to reimburse shall exist only with respect to Taxes accrued for tax years during the period this Easement Agreement remains in effect, regardless of when such Taxes are payable. Grantor shall promptly send to Grantee evidence that the Taxes have been paid by Grantor. To the extent available from the taxing authority, Grantee shall also be entitled to receive a copy of each tax bill from the taxing authority during the term of this Easement Agreement. In the event Grantor fails to pay the Taxes against the Property including the Easement Area, Grantee may take any and all lawful steps to protect its interests in the Easement Area and the Easements, including but not limited to, direct payments of its proportionate share of the Taxes to the taxing authority.

11. **Notices.** Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Grantor: Leonard Szydlo
9403 Miller Rd.
Fredonia, New York 14063

If to Grantee: Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

With copy to: New Grange Wind Farm, LLC
1 Park Place, Suite 227
Fredonia, New York 14063
Attn: Project Manager

If to any Mortgagee: To the address (es) indicated in the notice(s) to Grantor provided under Section 7.

or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

12. **Waiver.** The waiver of any covenant, condition, or agreement contained herein shall not vitiate this Easement Agreement or any of the Easements, terms, covenants, conditions or provisions herein. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

13. **Entire Agreement.** This Easement Agreement constitutes the entire agreement between Grantor and Grantee and no promises or representations, express or implied, either written

or oral, not herein set forth shall be binding upon or inure to the benefit of Grantor and Grantee and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, shall be deemed to have been merged herein and superseded hereby. This Easement Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Grantor and Grantee.

14. **Remedies.** If Grantee violates the terms or conditions of this Easement Agreement, Grantor shall be entitled to any remedy available under applicable law or equity, subject to the default provisions contained herein; provided, however, that no such default shall result in a termination of the Easements granted by this Easement Agreement and/or this Easement Agreement. If Grantor violates the terms or conditions of this Easement Agreement, Grantee shall be entitled to any remedy available under applicable law or equity.

15. **Setback Waiver.** Grantor hereby waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County, City, Town or in any governmental entitlement or permit heretofore or hereafter issued to Grantee or an affiliate. Further, if so requested by Grantee or such affiliate, Grantor shall, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Grantee, the County, City or Town in connection therewith and (ii) return the same thereto within ten (10) days after such request.

16. **Grantor's Representation.** To the best of Grantor's knowledge, (a) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (b) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any law (each, a "Hazardous Material") has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other laws (each, an "Environmental Law") that govern the same or are applicable thereto and (c) there are no other substances, materials or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Grantor has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

17. **Improvements.** Any improvements ("Improvements") constructed or placed on the Property by Grantee, as permitted by this Easement Agreement, shall be owned and remain the sole property of Grantee. To the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to all Improvements or any part thereof and if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such statutory or common law lien to any mortgage from time to time existing against such Improvements or any portion thereof.

18. **Overburdening.** Grantor hereby agree that (i) no use of or improvement to the Easement Area and (ii) no apportionment or granting of a subeasement or Assignment thereof shall, separately or in the aggregate, constitute an overburdening of the Easement Area and no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof.

19. **Binding Effect; Governing Law.** The Parties hereby agree that all of the covenants and agreements contained in this Easement Agreement touch and concern the real estate described in this Easement Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Easement Area, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Easement Area and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Grantee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Easement Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be as assignable and alienable easements in gross. The provisions hereof shall be governed by and construed in accordance with the laws of the State of New York.

20. **Severability and Parties Bound.** The enforceability, invalidity, or illegality of any provisions of this Easement Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Easement Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and the assigns of the respective Parties hereto.

21. **Construction of Agreement.** The rule of strict construction shall not apply to the Easements or to this Easement Agreement. This Easement Agreement shall be given a reasonable construction so that the intention of the Parties to create reasonably usable benefits and reasonably enforceable obligations is carried out.

22. **Cooperation.** Grantor shall fully support and cooperate with Grantee in its operations and the exercise of its rights hereunder and in carrying out and otherwise giving full force and effect to the purposes and intent of the Easement Agreement, including without limitation, Grantee's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with its respective operations, including but not limited to the widening and improving of public roads to a width of up to four rods, the width of which will vary depending on the topography, the width of the shoulder, buildings or other improvements, boulders, wetlands, roads, transmission facilities or lines, recreational areas, inhabited areas, leased lands (or other rights of third parties) or other obstacles or impediments and/or need (the "Road Widening") and Grantor shall, (a) without demanding additional consideration therefor, execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument (including any document or instrument intended to correct an error in the Easement Agreement to amend the legal description attached hereto) that is reasonably requested by Grantee in connection herewith or therewith, (b) execute a consent agreement and/or easement agreement regarding the Road Widening and any governmental authority's efforts in the Road Widening for no consideration and (c) return the same (as executed) to Grantee within ten (10) days after Grantor's receipt thereof; provided, however, that Grantor shall not incur any expense in this regard.

23. **Estoppel Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Easement Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (i) amending this Easement Agreement from time to time to include any provision

that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Easement Agreement or to preserve a Mortgagee's security interest and (ii) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request any of Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Area.

24. **Mortgage Payments.** If the Property is subject to a mortgage as of the date of this Easement Agreement, Grantor agrees to pay all obligations secured by such mortgage. If Grantor fails to pay any of its obligations secured by a mortgage on the Property when due, Grantee may, at its option, pay the same and deduct the amount paid from any amount due Grantor hereunder. Grantor agrees to promptly provide Grantee with a copy of any default notices that Grantor receives from its lender. In addition, Grantor, at the request of Grantee, shall use reasonable efforts to obtain from any existing lender a subordination and/or non-disturbance agreement in form and substance reasonably acceptable to Grantee. In addition, Grantor expressly acknowledges and agrees that any statutory or common law lien rights in favor of Grantor or any mortgage granted by Grantor subsequent to the date of this Easement Agreement are expressly subordinate and inferior to Grantee's right, title and interest in this Easement Agreement and/or the Easements and to any liens and security interests granted by Grantee in favor of any Mortgagee who has provided financing for the Transmission Facilities on the Property. Grantor agrees to execute any further documentation which may be requested by Grantee or its Mortgagee to evidence such subordination.

25. **Further Acts and Assurances.** Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Easement Agreement.

26. **Counterparts.** This Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

27. **Drainage Tiles.** If Grantor desires to install drainage tiles within the Easement Area, Grantor shall first consult with Grantee and obtain Grantee's approval of the plans, specifications, exact depths and locations of the proposed tile as well as the tile contractor performing installation, repair and/or relocation of drainage tiles the before construction. Grantor shall give Grantee at least five (5) days' notice as to when installation of any drainage tile will take place. Grantor shall coordinate work in these areas to permit Grantee's representative to be present at all times when tiling or excavation work is performed within these areas. Grantor shall notify Dig Safely New York prior to installation of any drainage tiles on the Easement Area. Grantor hereby indemnifies and holds Grantee harmless from and against any and all liability for injuries and claims resulting from Grantor's failure to comply with the requirements of this Section 26. If the installation of the drainage tile damages the Easement Area, Grantor, at Grantor's expense, shall promptly repair the Easement Area to the condition it was in before installation of said drainage tile. Grantee shall have the right to remove any drainage tiles within and relocate said drainage tiles on the Easement Area at its sole cost and expense. Grantee will repair or caused to be repaired any drainage tiles damaged by its activities on the Easement Area and will pay crop damages as provided in the Easement Side Letter if any crops are flooded due to tiles broken by Grantee's activities.

28. **Exclusion of Consequential Damages.** In no event shall Grantor or Grantee or any of their respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for special, indirect, exemplary, punitive or consequential damages of any nature

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as set forth below.


Grantor:



Leonard Szydlo

Grantee:

Arkwright Summit Wind Farm LLC,
a Delaware limited liability company

By: 

Name: Tom Stebbins

Title: Project Manager



ACKNOWLEDGEMENTS

STATE OF New York)
) ss:
COUNTY OF Albany)

On the 4th day of February, in the year 2009, before me, the undersigned a notary public in and for said state, personally appeared Tom Stebbins, authorized representative, 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 individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2010

EXHIBIT A

Legal Description of Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

EXHIBIT B

Legal Description of Easement Area

A one hundred fifty (150) foot strip of land out of the following:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright Tax Map. No. **148.00** as Parcels No. **148.00-2-16** and **148-2-27**, which said land is contained in *Warranty Deed with Lien Covenant* executed by Deborah Vincent, Individually and as Administratrix of the Estate of Otto Belden, deceased, James S. Belden; Charlotte Belden and Paul Belden to Leonard Szydlo, dated November 20, 1989 and recorded January 22, 1990 in the Chautauqua County Clerk's Office in Liber 2213 of Deeds, Page 277; and in *Warranty Deed with Lien Covenant* executed by Charles Vecchio and Theresa Vecchio, his wife to Leonard Szydlo, dated May 22, 1985 and recorded May 31, 1985 in the Chautauqua County Clerk's Office in Liber 2054 of Deeds, Page 274, to which reference is made for a more detailed description and incorporated herein, and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

AFTER RECORDING RETURN TO

Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

(This space reserved for recording information)

TRANSMISSION LINE EASEMENT

THIS TRANSMISSION LINE EASEMENT (the "Easement Agreement"), is effective this ___ day of Sept. 17, 2012 (the "Effective Date"), by and between Szydlo Family Living Trust, dated October 22, 1993, its successors and assigns (the "Grantor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company, its successors and assigns ("Grantee"). Grantor and Grantee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

A. Grantor is the owner of a certain tract of real property located in Chautauqua County, New York and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Grantor desires to grant and convey to Grantee an exclusive perpetual easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property.

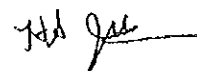
C. Grantee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Grantee, its respective successors, assigns and any subsequent purchaser of interest in Grantee may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

IN CONSIDERATION of the foregoing and other good and valuable consideration and the consideration as stated in the Transmission Line Easement Letter Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant.** Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, in and to the following perpetual easements as easements appurtenant to the Wind Project Property and the Subsequent Wind Projects Property:

1.1 An exclusive easement (the "Transmission Easement") on, in, along, across and under that portion of the Property more particularly described on Exhibit B attached hereto (the "Easement Area"), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging,



removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy at a voltage of no more than 115 kV per cable and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Grantee may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface, (iii) the right to keep the Easement Area clear of all brush, trees, timber or other hazards which in Grantee's reasonable opinion would interfere with the Transmission Facilities or Grantee's exercise of its rights hereunder, (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property, and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Grantee deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Grantee, at its expense, will promptly restore that portion of the Property used by Grantee for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

1.2 Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Easement Area shall be deemed to be a strip of land one hundred fifty feet (150') wide, running seventy-five feet (75') on either side of a center line where possible as shown in Exhibit B-1. Grantor acknowledges that the general location of the Easement Area, as described in the Exhibits attached hereto, is based on preliminary mapping only and Grantor hereby agrees that the Transmission Easement hereby granted shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Grantor agrees to execute an amendment to this Easement Agreement evidencing the legal description of the Easement Area after completion of the Transmission Facilities, which shall be recorded in the Chautauqua County Clerk's Office at Grantee's expense.

1.3 Cross-arms of up to twenty (20) feet in length may overhang any part of the Easement Area and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below plow depth. The Easements include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Easements for the purposes permitted in this Easement Agreement.

1.4 An easement, right and entitlement (the "Effects Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Easement Agreement, (ii) the Wind Project Property or (iii) the Subsequent Wind Projects Property, or (b) facilities now or hereafter located on (i) the Property subject to this Easement Agreement, (ii) the Wind Project

Paul J. Lee

Property or (iii) the Subsequent Wind Projects Property. The Transmission Easement and Effects Easement are collectively referred to herein as the "Easements".

1.5 Grantee shall have the right to terminate the Easements and this Easement Agreement at any time. The Easements and this Easement Agreement shall not be terminable by Grantor, or its successors or assigns, under any circumstances. Upon complete removal of the improvements comprising the Wind Project and the Subsequent Wind Projects, Grantee shall file a termination of this Easement Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Easement Agreement, Grantee shall remove from the Easement Area (or such part thereof, as applicable) any above ground Transmission Facilities owned, installed or constructed by Grantee thereon, except for roads and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. Nothing contained in this Section shall be construed as precluding Grantee, in its sole discretion, from taking any of the actions contemplated in this Section at any time during the term of this Easement Agreement.

2. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Area which would inhibit or impair any of Grantee's rights or benefits as set forth in this Easement Agreement. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Grantee deems a threat or potential threat to Grantee's Transmission Facilities or its rights hereunder. Grantor shall not grant or permit any person or persons claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion.

3. **Construction.** Grantee shall determine the type of surface any roadway, if any which Grantee, at its sole expense, may construct and utilize over the Property.

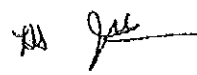
4. **Authority.** Grantor hereby represents and warrants to Grantee that it owns the Property in fee simple subject to no liens or encumbrances except as approved by Grantee in its sole discretion prior to this Easement Agreement and is fully authorized and empowered to grant the rights and benefits granted to Grantee in this Easement Agreement.

5. **Assignment.** A Grantee shall also have the right without Grantor's consent to sell, convey, lease, transfer or assign all or any portion of the Easements, this Easement Agreement or the Transmission Facilities on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "Assignments"), to one or more persons or entities (collectively "Assignees"). Any member of a Grantee shall have the right without Grantor's consent to transfer any membership interest in a Grantee to one or more persons or entities.

6. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to the Easements and/or this Easement Agreement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees (including but not limited to those incurred at trial, on appeal and on petition for review).

7. **Right to Mortgage and Mortgagee Protection**

7.1 **Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in



all or any part of its interest in this Easement Agreement, the Easements, the Easement Area and the Transmission Facilities (collectively, the "Transmission Facilities Assets"), which said security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "Mortgages" and the holders of the Mortgages, their designees and assigns are referred to herein as "Mortgagees." Under no circumstances shall any Mortgagee have any greater rights of ownership or use of the Easement Area or the Easements than the rights granted to Grantee in this Easement Agreement.

7.2 Grantor's Obligations. Grantor agrees to consent in writing to financing documents as may reasonably be required by Mortgagees. As a precondition to exercising any remedies related to any alleged default by Grantee under this Easement Agreement, Grantor shall give written Notice of Default to each Mortgagee at the same time it delivers Notice of Default to Grantee, specifying in detail the alleged Event of Default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee, Mortgagees or Assignees located on the Easement Areas. The cure period for each Mortgagee shall begin to run at the end of the cure period given to Grantee in this Easement Agreement, but in no case shall the cure period for any Mortgagee be less than thirty (30) days after receipt of the Notice of Default. The Mortgagee shall have the absolute right, but not the obligation, to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such Event of Default. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Easement Area to complete such performance with all of the rights and privileges of Grantee hereunder. Any Mortgagee that does not directly hold an interest in the Transmission Facilities Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Easement Agreement prior to the time the Mortgagee directly holds an interest in the Transmission Facilities Assets, or succeeds to absolute title to Grantee's interest. A Mortgagee shall be liable to perform Grantee's obligations under this Easement Agreement only for and during the period it directly holds such interest or absolute title. Further in the event that a Mortgagee elects to (a) perform Grantee's obligations under this Easement Agreement, (b) continue operations on the Easement Area, (c) acquire any portion of Grantee's right, title or interest in all or any of the Transmission Facilities Assets or (d) enter into a new easement agreement as provided in Section 8.3.4, then such Mortgagee shall not have any personal liability to Grantor in connection therewith, and Grantor's sole recourse in the Event of Default by such Mortgagee shall be to execute against such Mortgagee's interest in the Transmission Facilities Assets. Moreover, any Mortgagee or other party who acquires the Transmission Facilities Assets pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Easement Agreement to the extent the same are incurred or accrue after such Mortgagee or other party no longer has ownership of the Transmission Facilities Assets.

7.3 Mortgagee Protection. Any Mortgagee, upon delivery to Grantor of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Easement Agreement:

7.3.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (a) to assign its Mortgage; (b) to enforce its lien and acquire title to all or any portion of the Transmission Facilities Assets by any lawful means; (c) to take possession of and operate all or any portion of the Transmission Facilities Assets and to perform all obligations to be performed by Grantee under this Easement Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire all or any portion of the Transmission Facilities Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Grantor's consent to assign or transfer all or any portion of the Transmission Facilities Assets to a third party. Grantor's consent shall not be required for any of the foregoing, and upon acquisition of the interests of all or any portion of the Transmission



Facilities Assets by a Mortgagee or any other third party who acquires the same from or on behalf of the Mortgagee, Grantor shall recognize the Mortgagee or such other party (as the case may be) as Grantee's proper successor, and this Easement Agreement and the Easements shall remain in full force and effect.

7.3.2 Opportunity to Cure. Following acquisition of all or a portion of the Transmission Facilities Assets by the Mortgagee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Easement Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Transmission Facilities Assets shall, as promptly as reasonably possible, commence the cure of all defaults under this Easement Agreement and thereafter diligently process such cure to completion; provided, however, that the Mortgagee or party acquiring title to the Transmission Facilities Assets shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-Curable Defaults"). Non-Curable Defaults shall be deemed waived by Grantor upon completion of foreclosure proceedings or acquisition of Grantee's interest in the Transmission Facilities Assets by such party. If a Mortgagee is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Grantee from commencing or prosecuting the appropriate judicial or nonjudicial proceedings, then any cure period for commencing such proceedings shall be extended for the period of such prohibition.

7.3.3 Termination. Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Easement Agreement or the Easements as long as all payments and all other monetary charges payable by Grantee under this Easement Agreement are paid by the Mortgagee in accordance with the terms of this Easement Agreement.

7.3.4 New Easement. In the event that this Easement Agreement (a) terminates because of Grantee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Mortgagee has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Grantor shall, immediately upon written request from such Mortgagee received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new easement agreement in favor of such Mortgagee, which new easement agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Easement Agreement (except for any requirements that have been fulfilled by Grantee prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance and continuing for the remaining term of this Easement Agreement before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain a grant of Easements, over, under, upon, along and across the Easement Areas or such portion thereof as to which such Mortgagee held a lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) enjoy the same priority as the Easement Agreement has over any lien, encumbrance or other interest created by Grantor, and, until such time as such new easement agreement is executed and delivered, the Mortgagee may enter, use and enjoy the Easements and the Easement Areas and conduct operations thereon as if this Easement Agreement were still in effect. At the option of the Mortgagee, the new easement agreement may be executed by a designee of such Mortgagee, with the Mortgagee assuming the burdens and obligations of Grantee thereunder. If more than one Mortgagee makes a written request for a new easement agreement pursuant hereto, then the same shall be delivered to the Mortgagee whose lien is senior in priority.

7.3.5 Mortgagee Consent. Notwithstanding any provision of this Easement Agreement to the contrary, (a) Grantor shall not agree to a modification or amendment of this Easement Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Mortgagee or impair or reduce the security for its lien and (b) Grantor shall not accept a surrender of the Easement

WA [Signature]

Areas, the Easements or any part thereof or a termination of this Easement Agreement; in each such case without the prior written consent of each Mortgagee.

8. **Default.** If Grantee fails to perform its obligations hereunder (an "Event of Default"), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from Grantor stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "Notice of Default"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then Grantee shall not be in default if it commences such performance with such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

9. **Condemnation.** If all or any part of the Easement Area is taken by condemnation, or is purchased by any governmental body or agency having the power of condemnation, the Parties hereto shall be entitled to share in the condemnation award or purchase price on the basis of the value of their respective interests and rights therein and the use thereof as the Parties shall at that time agree.

10. **Taxes.** Grantor shall pay, when due, all real property taxes and assessments levied against the Property, including the Easement Area and the improvements located thereon, by a governmental body (collectively, "Taxes"). Grantee shall pay, when due, all real property taxes and assessments levied against the Transmission Facilities, whether assessed separately or not. If the Taxes are levied or assessed in the name of Grantor, Grantee agrees to promptly reimburse Grantor for Grantee's proportionate share thereof, or to pay the same directly to the taxing authority, at Grantor's preference, upon written notice by Grantor to Grantee setting forth Grantee's proportionate share thereof. Grantee and/or Grantor may contest the legal validity or amount of any Taxes for which each is responsible under this Easement Agreement, and may institute such proceedings as they consider necessary. Grantee's duty to reimburse shall exist only with respect to Taxes accrued for tax years during the period this Easement Agreement remains in effect, regardless of when such Taxes are payable. Grantor shall promptly send to Grantee evidence that the Taxes have been paid by Grantor. To the extent available from the taxing authority, Grantee shall also be entitled to receive a copy of each tax bill from the taxing authority during the term of this Easement Agreement. In the event Grantor fails to pay the Taxes against the Property including the Easement Area, Grantee may take any and all lawful steps to protect its interests in the Easement Area and the Easements, including but not limited to, direct payments of its proportionate share of the Taxes to the taxing authority.

11. **Notices.** Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Grantor: Helen Szydło, Trustee
Szydło Family Living Trust
9403 Miller Rd.
Fredonia, New York 14063

If to Grantee: Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

HS *Jat*

With copy to: Arkwright Summit Wind Farm LLC
c/o EDP Renewables North America LLC
52 James Street, 4th Floor
Albany, New York 12207
Attn: Project Manager

If to any Mortgagee: To the address (es) indicated in the notice(s) to Grantor provided under Section 7 or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

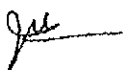
12. **Waiver.** The waiver of any covenant, condition, or agreement contained herein shall not vitiate this Easement Agreement or any of the Easements, terms, covenants, conditions or provisions herein. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

13. **Entire Agreement.** This Easement Agreement constitutes the entire agreement between Grantor and Grantee and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of Grantor and Grantee and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, shall be deemed to have been merged herein and superseded hereby. This Easement Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Grantor and Grantee.

14. **Remedies.** If Grantee violates the terms or conditions of this Easement Agreement, Grantor shall be entitled to any remedy available under applicable law or equity, subject to the default provisions contained herein; provided, however, that no such default shall result in a termination of the Easements granted by this Easement Agreement. If Grantor violates the terms or conditions of this Easement Agreement, Grantee shall be entitled to any remedy available under applicable law or equity.

15. **Setback Waiver.** Grantor hereby waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County, City, Town or in any governmental entitlement or permit heretofore or hereafter issued to Grantee or an affiliate. Further, if so requested by Grantee or such affiliate, Grantor shall, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Grantee, the County, City or Town in connection therewith and (ii) return the same thereto within ten (10) days after such request.

16. **Grantor's Representation.** To the best of Grantor's knowledge, (a) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (b) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any law (each, a "**Hazardous Material**") has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other laws (each, an "**Environmental Law**") that govern the same or are applicable thereto and (c) there are no other substances, materials or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Grantor has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

HS 

17. **Improvements.** Any improvements (“Improvements”) constructed or placed on the Property by Grantee, as permitted by this Easement Agreement, shall be owned and remain the sole property of Grantee. To the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to all Improvements or any part thereof and if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such statutory or common law lien to any mortgage from time to time existing against such Improvements or any portion thereof.

18. **Overburdening.** Grantor hereby agree that (i) no use of or improvement to the Easement Area and (ii) no apportionment or granting of a subeasement or Assignment thereof shall, separately or in the aggregate, constitute an overburdening of the Easement Area and no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof.

19. **Binding Effect; Governing Law.** The Parties hereby agree that all of the covenants and agreements contained in this Easement Agreement touch and concern the real estate described in this Easement Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Easement Area, the Property and each Parties’ present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Easement Area and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Grantee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Easement Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be as assignable and alienable easements in gross. The provisions hereof shall be governed by and construed in accordance with the laws of the State of New York.

20. **Severability and Parties Bound.** The enforceability, invalidity, or illegality of any provisions of this Easement Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Easement Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and the assigns of the respective Parties hereto.

21. **Construction of Agreement.** The rule of strict construction shall not apply to the Easements or to this Easement Agreement. This Easement Agreement shall be given a reasonable construction so that the intention of the Parties to create reasonably usable benefits and reasonably enforceable obligations is carried out.

22. **Cooperation.** Grantor shall fully support and cooperate with Grantee in its operations and the exercise of its rights hereunder and in carrying out and otherwise giving full force and effect to the purposes and intent of the Easement Agreement, including without limitation, Grantee’s efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with its respective operations, including but not limited to the widening and improving of public roads to a width of up to four rods, the width of which will vary depending on the topography, the width of the shoulder, buildings or other improvements, boulders, wetlands, roads, transmission facilities or lines, recreational areas, inhabited areas, leased lands (or other rights of third parties) or other obstacles or impediments and/or need (the “Road Widening”) and Grantor shall, (a) without demanding additional consideration therefor, execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument (including any document or instrument intended to correct an error in the Easement Agreement to amend the legal description attached hereto) that is reasonably requested by Grantee in connection herewith or therewith, (b) execute a consent agreement and/or easement agreement regarding



the Road Widening and any governmental authority's efforts in the Road Widening for no consideration and (c) return the same (as executed) to Grantee within ten (10) days after Grantor's receipt thereof; provided, however, that Grantor shall not incur any expense in this regard.

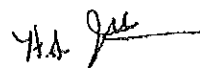
23. **Estoppel Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Easement Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (i) amending this Easement Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Easement Agreement or to preserve a Mortgagee's security interest and (ii) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request any of Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Area.

24. **Mortgage Payments.** If the Property is subject to a mortgage as of the date of this Easement Agreement, Grantor agrees to pay all obligations secured by such mortgage. If Grantor fails to pay any of its obligations secured by a mortgage on the Property when due, Grantee may, at its option, pay the same and deduct the amount paid from any amount due Grantor hereunder. Grantor agrees to promptly provide Grantee with a copy of any default notices that Grantor receives from its lender. In addition, Grantor, at the request of Grantee, shall use reasonable efforts to obtain from any existing lender a subordination and/or non-disturbance agreement in form and substance reasonably acceptable to Grantee. In addition, Grantor expressly acknowledges and agrees that any statutory or common law lien rights in favor of Grantor or any mortgage granted by Grantor subsequent to the date of this Easement Agreement are expressly subordinate and inferior to Grantee's right, title and interest in this Easement Agreement and/or the Easements and to any liens and security interests granted by Grantee in favor of any Mortgagee who has provided financing for the Transmission Facilities on the Property. Grantor agrees to execute any further documentation which may be requested by Grantee or its Mortgagee to evidence such subordination.

25. **Further Acts and Assurances.** Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Easement Agreement.

26. **Counterparts.** This Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

27. **Drainage Tiles.** If Grantor desires to install drainage tiles within the Easement Area, Grantor shall first consult with Grantee and obtain Grantee's approval of the plans, specifications, exact depths and locations of the proposed tile as well as the tile contractor performing installation, repair and/or relocation of drainage tiles the before construction. Grantor shall give Grantee at least five (5) days' notice as to when installation of any drainage tile will take place. Grantor shall coordinate work in these areas to permit Grantee's representative to be present at all times when tiling or excavation work is performed within these areas. Grantor shall notify Dig Safely New York prior to installation of any drainage tiles on the Easement Area. Grantor hereby indemnifies and holds Grantee harmless from and against any and all liability for injuries and claims resulting from Grantor's failure to comply with the requirements of this Section 26. If the installation of the drainage tile damages the Easement Area, Grantor, at Grantor's expense, shall promptly repair the Easement Area to the condition it was in before installation of said drainage tile. Grantee shall have the right to remove any drainage tiles within and relocate said drainage tiles on the Easement Area at its sole cost and expense. Grantee will repair or



caused to be repaired any drainage tiles damaged by its activities on the Easement Area and will pay crop damages as provided in the Easement Side Letter if any crops are flooded due to tiles broken by Grantee's activities.

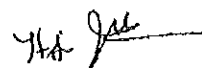
28. **Exclusion of Consequential Damages.** In no event shall Grantor or Grantee or any of their respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for special, indirect, exemplary, punitive or consequential damages of any nature whatsoever connected with or resulting from the services rendered hereunder or from performance or non-performance of this Easement Agreement or any exhibit attached hereto, including without limitation damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability, contract, operation of law or otherwise.

29. **Indemnity.** Grantee shall defend, indemnify, and hold Grantor harmless from and against any and all damages, loss, liability and claims of liability, for damage to property of whatsoever kind or character, or for injury or death to persons, caused by the actions or omissions of Grantee, its agents, contractors, employees, guests, licensees, and permittees on or about the Property, or arising from Grantee's exercise of its rights under this Easement Agreement, provided such liability or loss is not due to the negligence or willful misconduct of Grantor.

30. **Insurance.** Grantee shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance protecting the Grantor against loss or liability caused by Grantee's occupation and use of, and activities on, the Property, in an amount not less than One Million Dollars (\$1,000,000.00) of combined single limit coverage per occurrence, accident or incident, which said amount may be satisfied by any combination of primary and excess policies. Grantee shall promptly deliver annually a certificate of such insurance to Grantor.

31. **New York Code of Conduct.** Grantor shall immediately notify Grantee if Grantor should become a Municipal Officer or a Relative of a Municipal Officer, or otherwise act on behalf of a Municipal Officer as such terms are defined in the Code of Conduct Agreement effective as of August 19, 2009 by and between the State of New York and EDP Renewables North America LLC, f/k/a Horizon Wind Energy LLC, a Delaware limited liability company.

[SIGNATURES FOLLOW ON NEXT PAGE]

A handwritten signature in black ink, appearing to be "H.A. J...", is written over a horizontal line.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as set forth below.

Grantor:

Szydlo Family Living Trust

By: Helen Szydlo
Helen Szydlo, Trustee

Grantee:

Arkwright Summit Wind Farm LLC,
a Delaware limited liability company

By: Kate Chapman
Name: Kate Chapman
Title: Project Manager

HA Jak

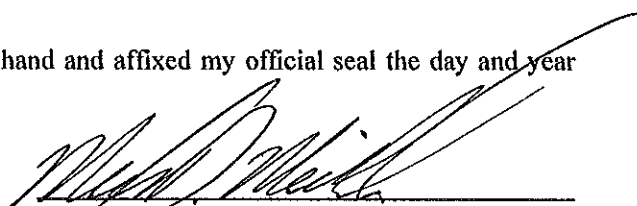
ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF Chautauque) ss.

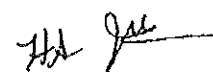
On this 19th day of July, 2012, before me, the undersigned, a notary public in and for said State, personally appeared **Helen Szydlo, as Trustee of the Szydlo Family Living Trust, dated October 22, 1993**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) 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 on behalf of which the individual(s) acted, executed the instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

MICHAEL D. MICHALSKI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI5058976
Qualified In Chautauqua County
My Commission Expires April 22, 2014



Notary Public



STATE OF NEW YORK)
) ss.
COUNTY OF Albany)

On this 27th day of September, 2012, before me, the undersigned, a notary public in and for said State, personally appeared Frank Chapman, authorized representative 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 on behalf of which the individual(s) acted, executed the instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Wendy S. Kingsland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2014

JAC

EXHIBIT A

Legal Description of Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

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

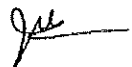
A handwritten signature in black ink, appearing to be 'JSE', with a horizontal line extending to the right.

EXHIBIT B

Legal Description of Easement Area

A one hundred fifty (150) foot strip of land out of the following:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright Tax Map. No. **148.00** as Parcel Nos. **148.00-2-23**, **148.00-2-20** and **148.00-2-26**, which said land is contained in a *Deed* made by Rafael Szydlo and Helen Szydlo, husband and wife, to Rafael Szydlo and Helen Szydlo Revocable Living Trust, dated February 16, 1994 and recorded on May 5, 1994 in the Chautauqua County Clerk's Office in Liber 2310 of Deeds at Page 862, to which reference is made for a more detailed description and incorporated herein, and generally depicted on the map attached hereto and made a part hereof as Exhibit B-1.

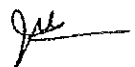
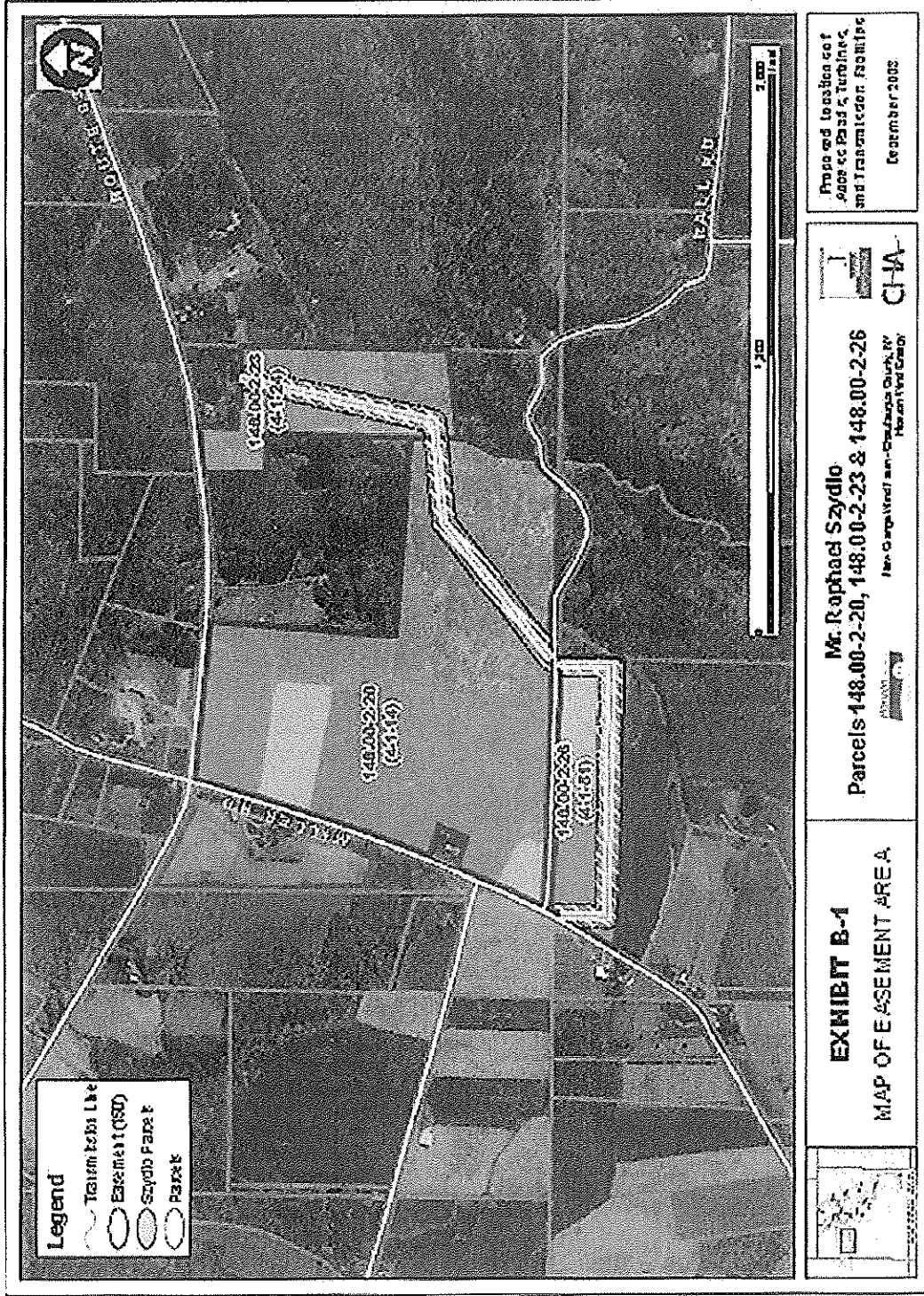


EXHIBIT B-1

Map of Easement Area



Jac

904979

1082-522-015

Chautauqua County Clerk

Return To:

STEWART TITLE INSURANCE COMPANY
707 WESTCHESTER AVE
STE 411
WHITE PLAINS NY 10604

Index DEED BOOK

Book 02683 Page 0295

No. Pages 0018

Instrument EASEMENT

Date : 8/25/2009

Time : 3:56:40

Control # 200908250207

INST# DE 2009 003950

TRTX# TT 2010 000304

Employee ID KIM

WILDE
PATRICIA A
ARKWRIGHT SUMMIT WIND FARM LLC

COUNTY	\$	116.00
	\$	.00
SED/CEA	\$	19.00
	\$	.00
TRANS TAX	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00

Total: \$ 135.00

STATE OF NEW YORK
Chautauqua County Clerk

TRANSFER TAX

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

CONSIDERATN \$.00

Transfer Tax \$.00

Sandra K. Sopak
County Clerk



D026830295



AFTER RECORDING RETURN TO

Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

(This space reserved for recording information)

TRANSMISSION LINE EASEMENT

10th THIS TRANSMISSION LINE EASEMENT (the "Easement Agreement"), is effective this day of June, 2009 (the "Effective Date"), by and between Patricia A. Wilde, their successors and assigns (the "Grantor") and Arkwright Summit Wind Farm LLC, a Delaware limited liability company, its successors and assigns ("Grantee"). Grantor and Grantee may hereafter be referred to as, together, the "Parties" and each, a "Party".

RECITALS

A. Grantor is the owner of a certain tract of real property located in Chautauqua County, New York and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Grantor desires to grant and convey to Grantee an exclusive perpetual easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property.

C. Grantee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "Wind Project") in, on and upon certain real property which is in the vicinity of the Property (the "Wind Project Property").

D. Grantee, its respective successors, assigns and any subsequent purchaser of interest in Grantee may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on and upon certain real property which is in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

IN CONSIDERATION of the foregoing and other good and valuable consideration and the consideration as stated in the Transmission Line Easement Letter Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant.** Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, in and to the following perpetual easements as easements appurtenant to the Wind Project Property and the Subsequent Wind Projects Property:

1.1 An exclusive easement (the "Transmission Easement") on, in, along, across and under that portion of the Property more particularly described on Exhibit B attached hereto (the "Easement Area"), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing and utilizing, from time to time, (a) transmission facilities, including without limitation, overhead and underground transmission lines, cables (including but not limited to fiber optic cables) and wires, guy wires, cross arms, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers and transformers, for the transmission of electrical energy at a voltage of no more than 115 kV per cable and communication, (b) overhead and underground control, communications and radio relay systems and telecommunications equipment, including without limitation, fiber, wires, cables, conduit and poles, and (c) all necessary and proper foundations, footings and other appliances, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing (collectively, the "Transmission Facilities"); together with (i) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere) over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) thereon as Grantee may construct from time to time; (ii) the right to permit the installation, placement or attachment to the Transmission Facilities, conduits, cables, wires, lines, equipment, fixtures, facilities, systems and devices of others, related to or associated with the transmission of power, electricity, signals, control, communications and radio relay systems, telecommunications equipment and/or data, whether above or below the surface, (iii) the right to keep the Easement Area clear of all brush, trees, timber or other hazards which in Grantee's reasonable opinion would interfere with the Transmission Facilities or Grantee's exercise of its rights hereunder, (iv) the right during construction of the Transmission Facilities to have a temporary laydown area and/or conductor stringing area, as necessary on the Property, and (v) the right to conduct any and all inspections of and studies and surveys on the Property that Grantee deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Grantee, at its expense, will promptly restore that portion of the Property used by Grantee for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.

1.2 Notwithstanding the foregoing, upon completion of the Transmission Facilities, the Easement Area shall be deemed to be a strip of land one hundred fifty feet (150') wide, running seventy-five feet (75') on either side of a center line where possible as shown in Exhibit B-1. Grantor acknowledges that the general location of the Easement Area, as described in the Exhibits attached hereto, is based on preliminary mapping only and Grantor hereby agrees that the Transmission Easement hereby granted shall apply to the actual location of the Transmission Facilities and applicable right of way when constructed. Grantor agrees to execute an amendment to this Easement Agreement evidencing the legal description of the Easement Area after completion of the Transmission Facilities, which shall be recorded in the Chautauqua County Clerk's Office at Grantee's expense.

1.3 Cross-arms of up to twenty (20) feet in length may overhang any part of the Easement Area and guy wires may encroach onto the Property. Any underground power lines and/or fiber optic cable shall be below plow depth. The Easements include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Easements for the purposes permitted in this Easement Agreement.

1.4 An easement, right and entitlement (the "Effects Easement") on, over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on (i) the Property subject to this Easement Agreement, (ii) the Wind Project Property or (iii) the Subsequent Wind Projects Property or (b) facilities now or hereafter located on (i) the Property subject to this Easement Agreement, (ii) the Wind Project Property or (iii) the Subsequent Wind Projects Property. The Transmission Easement and Effects Easement are collectively referred to herein as the "Easements".

1.5 Grantee shall have the right to terminate the Easements and this Easement Agreement at any time. The Easements and this Easement Agreement shall not be terminable by Grantor, or its successors or assigns, under any circumstances. Upon complete removal of the improvements comprising the Wind Project and the Subsequent Wind Projects, Grantee shall file a termination of this Easement Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Easement Agreement, Grantee shall remove from the Easement Area (or such part thereof, as applicable) any above ground Transmission Facilities owned, installed or constructed by Grantee thereon, except for roads and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. Nothing contained in this Section shall be construed as precluding Grantee, in its sole discretion, from taking any of the actions contemplated in this Section at any time during the term of this Easement Agreement.

2. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Area which would inhibit or impair any of Grantee's rights or benefits as set forth in this Easement Agreement. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Grantee deems a threat or potential threat to Grantee's Transmission Facilities or its rights hereunder. Grantor shall not grant or permit any person or persons claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion.

3. **Construction.** Grantee shall determine the type of surface any roadway, if any which Grantee, at its sole expense, may construct and utilize over the Property.

4. **Authority.** Grantor hereby represents and warrants to Grantee that it owns the Property in fee simple subject to no liens or encumbrances except as approved by Grantee in its sole discretion prior to this Easement Agreement and is fully authorized and empowered to grant the rights and benefits granted to Grantee in this Easement Agreement.

5. **Assignment.** A Grantee shall also have the right without Grantor's consent to sell, convey, lease, transfer or assign all or any portion of the Easements, this Easement Agreement or the Transmission Facilities on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "Assignments"), to one or more persons or entities (collectively "Assignees"). Any member of a Grantee shall have the right without Grantor's consent to transfer any membership interest in a Grantee to one or more persons or entities.

6. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to the Easements and/or this Easement Agreement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees (including but not limited to those incurred at trial, on appeal and on petition for review).

7. **Right to Mortgage and Mortgagee Protection**

7.1 **Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement Agreement, the Easements, the Easement Area and the Transmission Facilities (collectively, the "Transmission Facilities Assets"), which said security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "Mortgages" and the holders of the Mortgages, their designees and assigns are referred to herein as "Mortgagees." Under no circumstances shall any Mortgagee have any greater rights of ownership or use of the Easement Area or the Easements than the rights granted to Grantee in this Easement Agreement.

7.2 **Grantor's Obligations.** Grantor agrees to consent in writing to financing documents as may reasonably be required by Mortgagees. As a precondition to exercising any remedies related to any alleged default by Grantee under this Easement Agreement, Grantor shall give written Notice of Default to each Mortgagee at the same time it delivers Notice of Default to Grantee, specifying in detail the alleged Event of Default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee, Mortgagees or Assignees located on the Easement Areas. The cure period for each Mortgagee shall begin to run at the end of the cure period given to Grantee in this Easement Agreement, but in no case shall the cure period for any Mortgagee be less than thirty (30) days after receipt of the Notice of Default. The Mortgagee shall have the absolute right, but not the obligation, to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such Event of Default. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Easement Area to complete such performance with all of the rights and privileges of Grantee hereunder. Any Mortgagee that does not directly hold an interest in the Transmission Facilities Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Easement Agreement prior to the time the Mortgagee directly holds an interest in the Transmission Facilities Assets, or succeeds to absolute title to Grantee's interest. A Mortgagee shall be liable to perform Grantee's obligations under this Easement Agreement only for and during the period it directly holds such interest or absolute title. Further in the event that a Mortgagee elects to (a) perform Grantee's obligations under this Easement Agreement, (b) continue operations on the Easement Area, (c) acquire any portion of Grantee's right, title or interest in all or any of the Transmission Facilities Assets or (d) enter into a new easement agreement as provided in Section 8.3.4, then such Mortgagee shall not have any personal liability to Grantor in connection therewith, and Grantor's sole recourse in the Event of Default by such Mortgagee shall be to execute against such Mortgagee's interest in the Transmission Facilities Assets. Moreover, any Mortgagee or other party who acquires the Transmission Facilities Assets pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Easement Agreement to the extent the same are incurred or accrue after such Mortgagee or other party no longer has ownership of the Transmission Facilities Assets.

7.3 Mortgagee Protection. Any Mortgagee, upon delivery to Grantor of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Easement Agreement:

7.3.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (a) to assign its Mortgage; (b) to enforce its lien and acquire title to all or any portion of the Transmission Facilities Assets by any lawful means; (c) to take possession of and operate all or any portion of the Transmission Facilities Assets and to perform all obligations to be performed by Grantee under this Easement Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire all or any portion of the Transmission Facilities Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Grantor's consent to assign or transfer all or any portion of the Transmission Facilities Assets to a third party. Grantor's consent shall not be required for any of the foregoing, and upon acquisition of the interests of all or any portion of the Transmission Facilities Assets by a Mortgagee or any other third party who acquires the same from or on behalf of the Mortgagee, Grantor shall recognize the Mortgagee or such other party (as the case may be) as Grantee's proper successor, and this Easement Agreement and the Easements shall remain in full force and effect.

7.3.2 Opportunity to Cure. Following acquisition of all or a portion of the Transmission Facilities Assets by the Mortgagee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Easement Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Transmission Facilities Assets shall, as promptly as reasonably possible, commence the cure of all defaults under this Easement Agreement and thereafter diligently process such cure to completion; provided, however, that the Mortgagee or party acquiring title to the Transmission Facilities Assets shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-Curable Defaults"). Non-Curable Defaults shall be deemed waived by Grantor upon completion of foreclosure proceedings or acquisition of Grantee's interest in the Transmission Facilities Assets by such party. If a Mortgagee is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Grantee from commencing or prosecuting the appropriate judicial or nonjudicial proceedings, then any cure period for commencing such proceedings shall be extended for the period of such prohibition.

7.3.3 Termination. Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Easement Agreement or the Easements as long as all payments and all other monetary charges payable by Grantee under this Easement Agreement are paid by the Mortgagee in accordance with the terms of this Easement Agreement.

7.3.4 New Easement. In the event that this Easement Agreement (a) terminates because of Grantee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Mortgagee has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Grantor shall, immediately upon written request from such Mortgagee received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new easement agreement in favor of such Mortgagee, which new easement agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Easement Agreement (except for any requirements that have been fulfilled by

Grantee prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance and continuing for the remaining term of this Easement Agreement before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain a grant of Easements, over, under, upon, along and across the Easement Areas or such portion thereof as to which such Mortgagee held a lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) enjoy the same priority as the Easement Agreement has over any lien, encumbrance or other interest created by Grantor, and, until such time as such new easement agreement is executed and delivered, the Mortgagee may enter, use and enjoy the Easements and the Easement Areas and conduct operations thereon as if this Easement Agreement were still in effect. At the option of the Mortgagee, the new easement agreement may be executed by a designee of such Mortgagee, with the Mortgagee assuming the burdens and obligations of Grantee thereunder. If more than one Mortgagee makes a written request for a new easement agreement pursuant hereto, then the same shall be delivered to the Mortgagee whose lien is senior in priority.

7.3.5 Mortgagee Consent. Notwithstanding any provision of this Easement Agreement to the contrary, (a) Grantor shall not agree to a modification or amendment of this Easement Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Mortgagee or impair or reduce the security for its lien and (b) Grantor shall not accept a surrender of the Easement Areas, the Easements or any part thereof or a termination of this Easement Agreement; in each such case without the prior written consent of each Mortgagee.

8. Default. If Grantee fails to perform its obligations hereunder (an “Event of Default”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from Grantor stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “Notice of Default”); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then Grantee shall not be in default if it commences such performance with such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

9. Condemnation. If all or any part of the Easement Area is taken by condemnation, or is purchased by any governmental body or agency having the power of condemnation, the Parties hereto shall be entitled to share in the condemnation award or purchase price on the basis of the value of their respective interests and rights therein and the use thereof as the Parties shall at that time agree.

10. Taxes. Grantor shall pay, when due, all real property taxes and assessments levied against the Property, including the Easement Area and the improvements located thereon, by a governmental body (collectively, “Taxes”). Grantee shall pay, when due, all real property taxes and assessments levied against the Transmission Facilities, whether assessed separately or not. If the Taxes are levied or assessed in the name of Grantor, Grantee agrees to promptly reimburse Grantor for Grantee’s proportionate share thereof, or to pay the same directly to the taxing authority, at Grantor’s preference, upon written notice by Grantor to Grantee setting forth Grantee’s proportionate share thereof. Grantee and/or Grantor may contest the legal validity or amount of any Taxes for which each is responsible under this Easement Agreement, and may institute such proceedings as they consider necessary. Grantee’s duty to reimburse shall exist only with respect to Taxes accrued for tax years during the period this Easement Agreement remains in effect, regardless of when such

Taxes are payable. Grantor shall promptly send to Grantee evidence that the Taxes have been paid by Grantor. To the extent available from the taxing authority, Grantee shall also be entitled to receive a copy of each tax bill from the taxing authority during the term of this Easement Agreement. In the event Grantor fails to pay the Taxes against the Property including the Easement Area, Grantee may take any and all lawful steps to protect its interests in the Easement Area and the Easements, including but not limited to, direct payments of its proportionate share of the Taxes to the taxing authority.

11. **Notices.** Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Grantor: Patricia A. Wilde
3139 Route 83
Fredonia, New York 14063

If to Grantee: Arkwright Summit Wind Farm LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

With copy to: Arkwright Summit Wind Farm, LLC
33 Church Street, Third Floor
Fredonia, NY 14063
Attn: Project Manager

If to any Mortgagee: To the address (es) indicated in the notice(s) to Grantor provided under Section 7 or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

12. **Waiver.** The waiver of any covenant, condition, or agreement contained herein shall not vitiate this Easement Agreement or any of the Easements, terms, covenants, conditions or provisions herein. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

13. **Entire Agreement.** This Easement Agreement constitutes the entire agreement between Grantor and Grantee and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of Grantor and Grantee and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, shall be deemed to have been merged herein and superseded hereby. This Easement Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Grantor and Grantee.

14. **Remedies.** If Grantee violates the terms or conditions of this Easement Agreement, Grantor shall be entitled to any remedy available under applicable law or equity, subject to the default provisions contained herein; provided, however, that no such default shall result in a termination of the Easements granted by this Easement Agreement. If Grantor violates the terms or conditions of this Easement Agreement, Grantee shall be entitled to any remedy available under applicable law or equity.

15. **Setback Waiver.** Grantor hereby waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County, City, Town or in any governmental entitlement or permit heretofore or hereafter issued to Grantee or an affiliate. Further, if so requested by Grantee or such affiliate, Grantor shall, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Grantee, the County, City or Town in connection therewith and (ii) return the same thereto within ten (10) days after such request.

16. **Grantor's Representation.** To the best of Grantor's knowledge, (a) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (b) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any law (each, a "Hazardous Material") has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other laws (each, an "Environmental Law") that govern the same or are applicable thereto and (c) there are no other substances, materials or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Grantor has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

17. **Improvements.** Any improvements ("Improvements") constructed or placed on the Property by Grantee, as permitted by this Easement Agreement, shall be owned and remain the sole property of Grantee. To the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to all Improvements or any part thereof and if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such statutory or common law lien to any mortgage from time to time existing against such Improvements or any portion thereof.

18. **Overburdening.** Grantor hereby agree that (i) no use of or improvement to the Easement Area and (ii) no apportionment or granting of a subeasement or Assignment thereof shall, separately or in the aggregate, constitute an overburdening of the Easement Area and no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof.

19. **Binding Effect; Governing Law.** The Parties hereby agree that all of the covenants and agreements contained in this Easement Agreement touch and concern the real estate described in this Easement Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Easement Area, the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs,

administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Easement Area and/or the Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Grantee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Easement Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be as assignable and alienable easements in gross. The provisions hereof shall be governed by and construed in accordance with the laws of the State of New York.

20. **Severability and Parties Bound.** The enforceability, invalidity, or illegality of any provisions of this Easement Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Easement Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and the assigns of the respective Parties hereto.

21. **Construction of Agreement.** The rule of strict construction shall not apply to the Easements or to this Easement Agreement. This Easement Agreement shall be given a reasonable construction so that the intention of the Parties to create reasonably usable benefits and reasonably enforceable obligations is carried out.

22. **Cooperation.** Grantor shall fully support and cooperate with Grantee in its operations and the exercise of its rights hereunder and in carrying out and otherwise giving full force and effect to the purposes and intent of the Easement Agreement, including without limitation, Grantee's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with its respective operations, including but not limited to the widening and improving of public roads to a width of up to four rods, the width of which will vary depending on the topography, the width of the shoulder, buildings or other improvements, boulders, wetlands, roads, transmission facilities or lines, recreational areas, inhabited areas, leased lands (or other rights of third parties) or other obstacles or impediments and/or need (the "Road Widening") and Grantor shall, (a) without demanding additional consideration therefor, execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument (including any document or instrument intended to correct an error in the Easement Agreement to amend the legal description attached hereto) that is reasonably requested by Grantee in connection herewith or therewith, (b) execute a consent agreement and/or easement agreement regarding the Road Widening and any governmental authority's efforts in the Road Widening for no consideration and (c) return the same (as executed) to Grantee within ten (10) days after Grantor's receipt thereof; provided, however, that Grantor shall not incur any expense in this regard.

23. **Estoppel Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Easement Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (i) amending this Easement Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Easement Agreement or to preserve a Mortgagee's security interest and (ii) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request any of Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Area.

24. **Mortgage Payments.** If the Property is subject to a mortgage as of the date of this Easement Agreement, Grantor agrees to pay all obligations secured by such mortgage. If Grantor fails to pay any of its obligations secured by a mortgage on the Property when due, Grantee may, at its option, pay the same and deduct the amount paid from any amount due Grantor hereunder. Grantor agrees to promptly provide Grantee with a copy of any default notices that Grantor receives from its lender. In addition, Grantor, at the request of Grantee, shall use reasonable efforts to obtain from any existing lender a subordination and/or non-disturbance agreement in form and substance reasonably acceptable to Grantee. In addition, Grantor expressly acknowledges and agrees that any statutory or common law lien rights in favor of Grantor or any mortgage granted by Grantor subsequent to the date of this Easement Agreement are expressly subordinate and inferior to Grantee's right, title and interest in this Easement Agreement and/or the Easements and to any liens and security interests granted by Grantee in favor of any Mortgagee who has provided financing for the Transmission Facilities on the Property. Grantor agrees to execute any further documentation which may be requested by Grantee or its Mortgagee to evidence such subordination.

25. **Further Acts and Assurances.** Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Easement Agreement.

26. **Counterparts.** This Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

27. **Drainage Tiles.** If Grantor desires to install drainage tiles within the Easement Area, Grantor shall first consult with Grantee and obtain Grantee's approval of the plans, specifications, exact depths and locations of the proposed tile as well as the tile contractor performing installation, repair and/or relocation of drainage tiles the before construction. Grantor shall give Grantee at least five (5) days' notice as to when installation of any drainage tile will take place. Grantor shall coordinate work in these areas to permit Grantee's representative to be present at all times when tiling or excavation work is performed within these areas. Grantor shall notify Dig Safely New York prior to installation of any drainage tiles on the Easement Area. Grantor hereby indemnifies and holds Grantee harmless from and against any and all liability for injuries and claims resulting from Grantor's failure to comply with the requirements of this Section 26. If the installation of the drainage tile damages the Easement Area, Grantor, at Grantor's expense, shall promptly repair the Easement Area to the condition it was in before installation of said drainage tile. Grantee shall have the right to remove any drainage tiles within and relocate said drainage tiles on the Easement Area at its sole cost and expense. Grantee will repair or caused to be repaired any drainage tiles damaged by its activities on the Easement Area and will pay crop damages as provided in the Easement Side Letter if any crops are flooded due to tiles broken by Grantee's activities.


28. **Exclusion of Consequential Damages.** In no event shall Grantor or Grantee or any of their respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for special, indirect, exemplary, punitive or consequential damages of any nature whatsoever connected with or resulting from the services rendered hereunder or from performance or non-performance of this Easement Agreement or any exhibit attached hereto, including without limitation damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability, contract, operation of law or otherwise.

29. **Indemnity.** Grantee shall defend, indemnify, and hold Grantor harmless from and against any and all damages, loss, liability and claims of liability, for damage to property of whatsoever kind or character, or for injury or death to persons, caused by the actions or omissions of Grantee, its agents, contractors, employees, guests, licensees, and permittees on or about the Property, or arising from Grantee's exercise of its rights under this Easement Agreement, provided such liability or loss is not due to the negligence or willful misconduct of Grantor.

30. **Insurance.** Grantee shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance protecting the Grantor against loss or liability caused by Grantee's occupation and use of, and activities on, the Property, in an amount not less than One Million Dollars (\$1,000,000.00) of combined single limit coverage per occurrence, accident or incident, which said amount may be satisfied by any combination of primary and excess policies. Grantee shall promptly deliver annually a certificate of such insurance to Grantor.

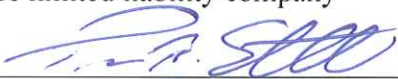
IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as set forth below.

Grantor:


Print Name: Patricia A. Wilde

Grantee:

Arkwright Summit Wind Farm LLC,
a Delaware limited liability company

By: 
Name: Tom Stebbins
Title: Project Manager



ACKNOWLEDGEMENTS

STATE OF New York)
) ss:
COUNTY OF Chautauqua)

On this 3rd day of June, 2009, before me, the undersigned, a notary public in and for said State, personally appeared **Patricia A. Wilde**, 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 on behalf of which the individual(s) acted, executed the instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

R. Timothy Eades
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

R. TIMOTHY EADES NO. 4829414
Notary Public, State of New York
Qualified in Chautauqua County
My Commission Expires 4-30-2011

On this _____ day of _____, 2008, before me personally appeared _____, to me known to me to be the _____ of **Arkwright Summit Wind Farm LLC**, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public, State of _____

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

On the 10th day of June, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Stebbins, authorized representative, 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 individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Wendy S. Kingland
Notary Public

WENDY S. KINGSLAND
Notary Public, State of New York
No. 4974617
Qualified in Schenectady County
Commission Expires Nov. 13, 2010

EXHIBIT A

Legal Description of Property

THE FOLLOWING REAL PROPERTY LOCATED IN TOWN OF ARKWRIGHT, COUNTY OF CHAUTAUQUA, STATE OF NEW YORK:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright Tax Map. No. **148.00** as Parcel No. **148.00-2-22** which said land is contained in *Executor's Deed* made by Patricia A. Wilde, as Executor of the last Will and Testament of Horace R. Lawton to Patricia A. Wilde, dated October 28, 2005 and recorded on November 1, 2005 in the Chautauqua County Clerk's Office in Book 2586 of Deeds at Page 104, to which reference is made for a more detailed description and incorporated herein.

EXHIBIT B

Legal Description of Easement Area

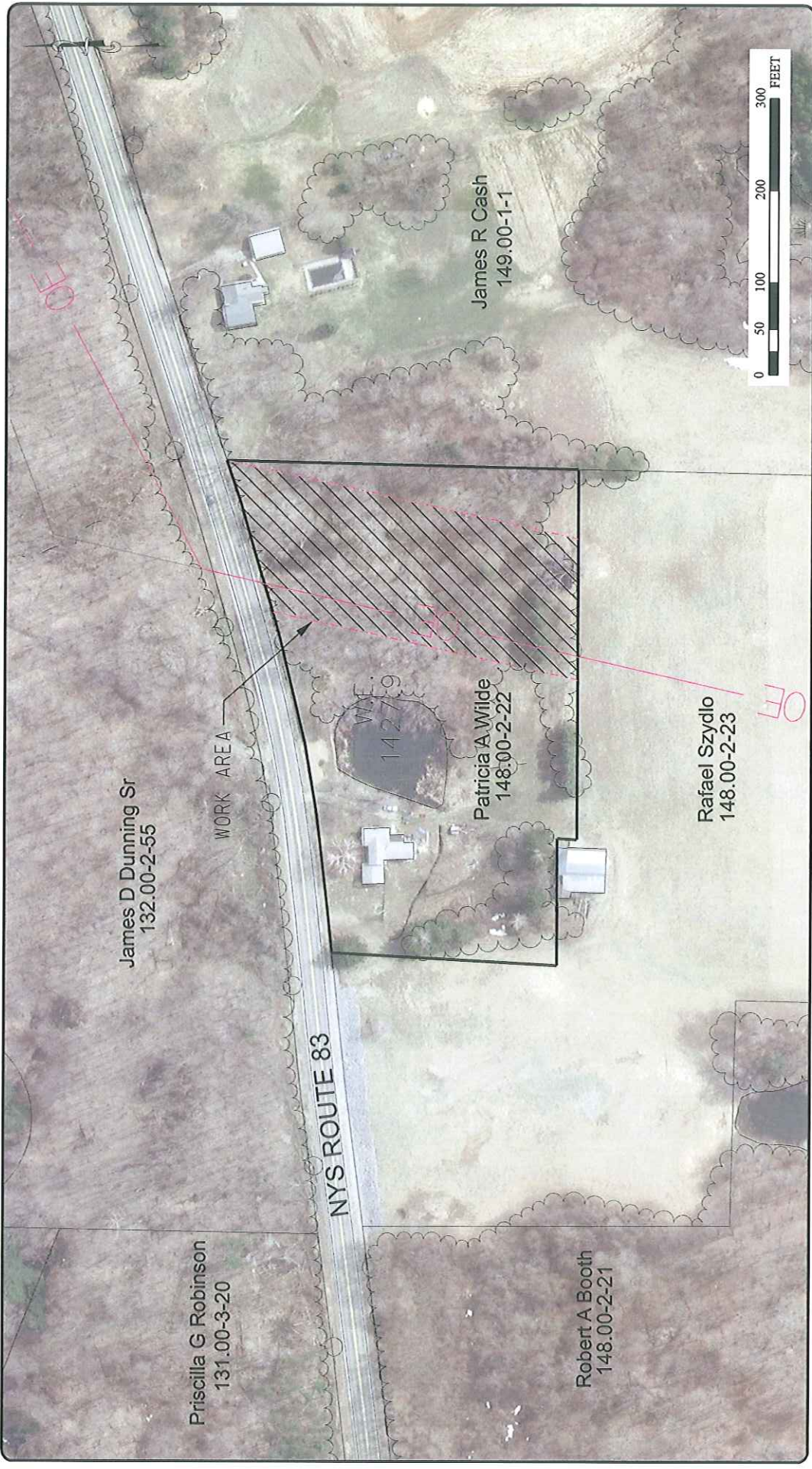
A one hundred fifty (150) foot strip of land out of the following:

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

EXHIBIT B-1

Map of Easement Area

ATTACH MAP SHOWING THE EASEMENT AREA



Legend

- Turbines
- Wetlands
- Electrical Lines (Proposed)
- Proposed Access Roads (Edge)
- Proposed Access Roads (Ctr)
- Crane Pad
- Parcel Boundaries
- Gas Lines

Horizon Wind Energy

FBHER ASSOCIATES

Patricia A Wilde
148.00-2-22
 Arkwright Summit Wind Farm - Chautauque County, NY
 Horizon Wind Energy

ARKWRIGHT SUMMIT WIND FARM

Exhibit B-1
 Public Road Improvements
 June 2009

PAW