

CLOSING ITEM NO.: A-5

COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY

And

FLAT ROCK WINDPOWER LLC
FLAT ROCK WINDPOWER II LLC

PILOT AGREEMENT

Dated as of December 1, 2019

County of Lewis Industrial Development Agency
Flat Rock Windpower LLC
Flat Rock Windpower II LLC
(Maple Ridge Wind Farm)

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	3
ARTICLE II REPRESENTATIONS AND COVENANTS	3
Section 2.1 Representations and Covenants of the Parties	3
ARTICLE III EXEMPTION FROM REAL PROPERTY TAXES; TERM	4
Section 3.1 Filing of Form RP 412-a	4
Section 3.2 Exemption from General <i>Ad Valorem</i> Taxes	4
Section 3.3 No Exemption from Special District Taxes	4
Section 3.4 Consequence of Denial of Exemption Application	4
Section 3.5 Scope of Exemption; Tax Parcels	5
Section 3.6 Term	5
ARTICLE IV PILOT Payments	5
Section 4.1 PILOT Payments	5
Section 4.2 Timing of Base Payments and Variable Payments	7
Section 4.3 Payee	7
Section 4.4 Invoices	7
Section 4.5 Allocation of PILOT Payments	7
Section 4.6 Late Payments	8
Section 4.7 Credits for Real Property Tax Payments	8
Section 4.8 Repowering	8
Section 4.9 Effect of Decommissioning	8
Section 4.10 Release of Portion of the Project Facility	9
Section 4.11 Payment Responsibility	9
Section 4.12 Assessment Challenges	9
Section 4.13 No Admission	9
Section 4.14 Change in Tax Parcel Identification Numbers	9
ARTICLE V EVENTS OF DEFAULT AND REMEDIES	9
Section 5.1 Events of Default Defined	9
Section 5.2 Remedies on Default	10
Section 5.3 No Acceleration	11
ARTICLE VI MISCELLANEOUS	11
Section 6.1 Notices	11
Section 6.2 Binding Effect	12
Section 6.3 Severability	12
Section 6.4 Amendments, Changes and Modifications	12
Section 6.5 Execution of Counterparts	12
Section 6.6 Applicable Law	12
Section 6.7 Table of Contents and Section Headings Not Controlling	12
Section 6.8 Waiver of Trial by Jury	12
Section 6.9 No Recourse; Special Obligation	12
Section 6.10 Estoppel Certificates	13
Section 6.11 Assignment	13
Section 6.12 Supersession	13

TABLE OF CONTENTS

	Page
EXHIBIT A	Description of the Land A-1
EXHIBIT B	Calculation of Variable PaymentsB-1
EXHIBIT C	Form of Installed Capacity CertificationC-1
EXHIBIT D	Assessed Value for Special District Tax Purposes D-1
EXHIBIT E	Allocation of PILOT PaymentsE-1

THIS PILOT AGREEMENT, dated as of December 1, 2019 (this “**Agreement**”), is between the COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 7840 New York Route 26, Lowville, New York 13367 (the “**Agency**”), and FLAT ROCK WINDPOWER LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, and FLAT ROCK WINDPOWER II LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, both having principal offices at 1125 NW Couch Street, Portland, Oregon 97209 (each individually and collectively, the “**Company**”) (the Agency and the Company are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

R E C I T A L S

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

WHEREAS, the aforesaid act authorizes the creation of industrial development agencies for the Public Purposes of the State; and

WHEREAS, the aforesaid act further authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, renovate, refurbish, equip, lease, sell and dispose of land and any building or other improvement, and all real and personal property, including but not limited to machinery and equipment deemed necessary in connection therewith, whether now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, pursuant to and in accordance with the provisions of the aforesaid act, as amended, and Chapter 62 of the Laws of 1973 of the State, as amended (collectively, the “**Act**”), the Agency was created and is empowered under the act to undertake a certain project (the “**Project**”) and the leasing of the Project Facility defined below; and

WHEREAS, the Project consists of (A) (I) the acquisition of a leasehold interest in the Company’s interest in certain parcels of land located in the Towns of Martinsburg, Harrisburg, Lowville and Watson, County of Lewis, New York, and more particularly described in Exhibit A attached hereto and made a part hereof (collectively, the “**Land**”) and the Project-related machinery, equipment, personal property and improvements located on the Land, including wind turbine generators and related equipment and improvements, operations and maintenance facilities and buildings, transformers, meteorological towers, power collection lines, power collection substation facilities, a system of access roads, parking, fencing, landscaping and related improvements, feeder lines and interconnection substation facilities (collectively, as improved, the “**Facility**” and, together with the Land, the “**Project Facility**”); (B) the granting of certain “financial assistance” (within the meaning of section 854(14) of the Act) with respect to the foregoing limited to potential exemption from certain real property taxes (collectively,

the “**Financial Assistance**”); and (C) the lease of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Company leased the Project Facility to the Agency pursuant to the terms of a certain Company Lease, dated as of September 1, 2019, by and between the Company and the Agency (the “**Company Lease**”), the Agency leased the Project Facility to the Company pursuant to the terms of a certain Lease Agreement, dated as of September 1, 2019, by and between the Agency and the Company (the “**Lease Agreement**”, and together with the Company Agreement, this Agreement, and related documents contemplated thereby, the “**Transaction Documents**”); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements or under its jurisdiction, control or supervision, other than special *ad valorem* levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Company and the County of Lewis (the “**County**”), the Lowville Academy and Central School District (the “**Lowville CSD**”), the Copenhagen Central School District (the “**Copenhagen CSD**”), the South Lewis Central School District (the “**South Lewis CSD**”, and together with the Lowville CSD and the Copenhagen CSD, the “**School Districts**”), the Town of Lowville (“**Lowville**”), the Town of Martinsburg (“**Martinsburg**”), the Town of Harrisburg (“**Harrisburg**”), and the Town of Watson (“**Watson**”, and together with Lowville, Martinsburg and Harrisburg, the “**Towns**”, and together with the County and the School Districts, the “**Tax Jurisdictions**”), entered into a certain Second Amended and Restated Payment In Lieu Of Tax Agreement dated as of December 1, 2007 (the “**Current PILOT**”) regarding payments in lieu of taxes (“**PILOT**”) for the Project Facility; and

WHEREAS, the Tax Jurisdictions and the Company anticipated that the Tax Jurisdictions would receive significantly less revenue from the Project Facility at the end of the Current PILOT, and following extensive negotiations the Company and the Tax Jurisdictions reached an understanding to help deal with the resulting sharp drop in revenue and entered into an Amendment No. 1 to Second Amended and Restated PILOT Agreement dated as of December 15, 2018 (the “**Amended Current PILOT**”) to create a transition of PILOT payments from the Project Facility from the level under the Current PILOT to a level eventually reflecting something closer to the Project Facility’s reduced value; and

WHEREAS, pursuant to the terms of the Amended Current PILOT, the Company and the Tax Jurisdictions agreed that the Company would pursue the Financial Assistance from the Agency to create an exemption based on New York Real Property Tax Law (“**RPTL**”) Section 412-a and enter into a long-term PILOT agreement between the Company and the Agency to supersede and replace the Amended Current PILOT to continue and extend the period of transition payments to help create a more gradual shift to a lower level of payment more closely reflecting reduced Project value; and

WHEREAS, the Company and the Agency desire to enter into this Agreement to implement the understanding between the Company and the Tax Jurisdictions regarding PILOT payments for the Project Facility;

AGREEMENT

For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto do hereby mutually agree as follows:

ARTICLE I DEFINITIONS

All capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned thereto in the Schedule of Definitions attached to the Lease Agreement.

ARTICLE II REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of the Parties. Each of the Parties, solely for itself, hereby represents and covenants that, as of the date of this Agreement:

(a) It is duly organized, validly existing, and in good standing under the laws of the State or the state in which it is organized and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

(b) All necessary action has been taken to authorize its execution, delivery, and performance of this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with the terms of this Agreement and applicable law.

(c) No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by it except such as have been duly obtained or made.

(d) To the best of its knowledge, none of the execution or delivery of this Agreement, the performance of the obligations in connection with the transaction contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any of its resolutions, or any of its formation documents, as amended, or of any restriction or any agreement or instrument to which it is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other agency or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any bond, indenture, or any other agreement or instrument to which it is a party or by which it or any of its properties or assets is bound.

(e) To the best of its knowledge, there is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against it, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(f) To the best of its knowledge, the conduct of its business is in compliance with all applicable governmental approvals with respect to which a failure to comply, in any case or in the aggregate, would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

ARTICLE III EXEMPTION FROM REAL PROPERTY TAXES; TERM

Section 3.1 Filing of Form RP 412-a. Promptly after the Closing Date, the Agency shall complete and file with the assessor of each of the Towns the New York State Form RP-412-a Application For Real Property Tax Exemption for the Project Facility (the “**Exemption Application**”) under RTPL Section 412-a and Section 874 of the Act. The Company shall provide the Agency the information necessary for the completion and filing of the Exemption Application.

Section 3.2 Exemption from General *Ad Valorem* Taxes. Subject to the filing of the Exemption Application with the assessor of each of the Towns, the Project Facility shall be exempt from all general *ad valorem* real property taxes levied against the Project Facility by the Tax Jurisdictions (“**Real Property Taxes**”) commencing with the set of fiscal years of the Tax Jurisdictions associated with the 2020 assessment roll year of each of the Towns.

Section 3.3 No Exemption from Special District Taxes. The Parties understand that the tax exemption extended to the Agency by Section 874 of the Act and RPTL Section 412-a does not entitle the Agency (and thereby the Company acting as its project occupant) to an exemption from special assessments and special *ad valorem* taxes (“**Special District Taxes**”). The Company shall pay all Special District Taxes lawfully levied and/or assessed against the Project Facility, subject to the terms hereof.

Section 3.4 Consequence of Denial of Exemption Application. Notwithstanding anything to the contrary contained herein or in the Lease Agreement, in the event the Exemption Application is denied for any reason, the Company shall pay (and hereby agrees to pay, subject to the Company’s right to challenge the underlying assessments on the Project Facility pursuant to Section 4.12 hereof) all Real Property Taxes levied upon the Project Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the Project Facility continues to qualify as a “project” under the Act; (ii) neither the Project Facility nor any part of or interest in it would be in any danger of being sold (except as permitted under the Lease Agreement), forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Property Taxes except to the extent that such denial results solely

from the failure of the Agency or its representatives to timely file the Exemption Application with the appropriate assessors or the Real Property Tax Office of Lewis County.

Section 3.5 Scope of Exemption; Tax Parcels. This Agreement shall cover the Company’s interest in the Project Facility but shall not cover the interests of underlying landowners or improvements owned by underlying landowners. A list of the Land and the associated tax parcels currently comprising and identifying the Project Facility is attached hereto as Exhibit A.

Section 3.6 Term. The term of this Agreement (the “**Term**”) shall commence as of the date of this Agreement and shall expire on December 31, 2032, the last day of the fiscal years of the Towns and the County associated with the last Base Payment (defined below) owed hereunder.

ARTICLE IV PILOT PAYMENTS

Section 4.1 PILOT Payments. During the Term, the Company shall make annual PILOT payments (“**PILOT Payments**”) to the Agency for the benefit of the Tax Jurisdictions as follows:

(a) PILOT Payments Under Amended Current PILOT. Since the Exemption Application filed with the assessor for each of the Towns will not be effective until the March 1, 2020 taxable status date, the RPTL 487 exemption remains effective with respect to the Project Facility for the 2019 assessment roll year and the Company shall pay the PILOT payment due by January 31, 2020 pursuant to the terms of the Amended Current PILOT.

(b) Base Payments. Commencing with the 2020 assessment roll year, the Company shall make annual base PILOT Payments in the amounts set forth below (“**Base Payments**”):

Assessment Roll Year	School District Fiscal Year	Town/County Fiscal Year	Due Date	Base Payment
2020	2020-2021	2021	January 31, 2021	\$4,000,000
2021	2021-2022	2022	January 31, 2022	\$3,500,000
2022	2022-2023	2023	January 31, 2023	\$2,500,000
2023	2023-2024	2024	January 31, 2024	\$2,500,000
2024	2024-2025	2025	January 31, 2025	\$2,500,000
2025	2025-2026	2026	January 31, 2026	\$2,000,000
2026	2026-2027	2027	January 31, 2027	\$2,000,000
2027	2027-2028	2028	January 31, 2028	\$2,000,000
2028	2028-2029	2029	January 31, 2029	\$2,000,000
2029	2029-2030	2030	January 31, 2030	\$2,000,000
2030	2030-2031	2031	January 31, 2031	\$2,000,000
2031	2031-2032	2032	January 31, 2032	\$2,000,000

(c) Variable Payments. In addition to Base Payments, the Company shall make an additional PILOT Payment with respect to the Project Facility on a periodic basis depending on energy (“**Energy**”, as such term is defined by the New York Independent System Operator) sale prices realized by the Project Facility (each a “**Variable Payment**”), as follows:

(i) For any whole calendar year during which the Project Facility sells a portion of its Energy without a long-term power purchase agreement (“**PPA**”) on the open market (the “**Market Portion**”), the Company shall pay a Variable Payment for that calendar year if the average annual real-time locational based marginal price (“**LBMP**”) for Energy for Zone E of the New York Independent System Operator (“**NYISO**”), weighted by the actual MWh production of the Market Portion over the course of such calendar year, exceeds a certain threshold (the “**Market Price Trigger**”). If the Market Price Trigger is in excess of \$50 per MWh, the Company shall pay a Variable Payment equal to \$500,000. If the Market Price Trigger is in excess of \$60 per MWh, the Company shall pay an additional Variable Payment equal to \$500,000. If the Market Price Trigger is in excess of \$70 per MWh, the Company shall pay an additional Variable Payment equal to \$500,000. In each case the Variable Payment would be multiplied by the percentage of the Installed Capacity (as defined below) of the Project Facility that is represented by the Market Portion to calculate the total Variable Payment owed. A formula for calculation of the Market Price Trigger and the Variable Payment for the Market Portion is attached hereto as Exhibit B.

(ii) For any whole calendar year during which the Project Facility sells a portion of its Energy under a PPA (the “**PPA Portion**”), the Company shall pay a Variable Payment for that calendar year if the PPA’s average contract price for all Energy sold, weighted by the actual MWh production of the PPA Portion over the course of such calendar year, exceeds a certain threshold (the “**PPA Price Trigger**”). If the PPA Price Trigger is in excess of \$50 per MWh, the Company shall pay a Variable Payment equal to \$500,000. If the PPA Price Trigger is in excess of \$60 per MWh, the Company shall pay an additional Variable Payment equal to \$500,000. If the PPA Price Trigger is in excess of \$70 per MWh, the Company shall pay an additional Variable Payment equal to \$500,000. In each case the Variable Payment would be multiplied by the percentage of the Installed Capacity (as defined below) of the Project Facility that is represented by the PPA Portion to calculate the total Variable Payment owed. A formula for calculation of the PPA Price Trigger and the Variable Payment for the PPA Portion is attached hereto as Exhibit B.

(iii) The determination of whether a Variable Payment is owed shall be made on a year-by-year basis and, if triggered, shall only apply for one year following. A long-term PPA means any PPA with a term greater than two years.

(d) Capacity Adjustment. The installed nameplate generating capacity (“**Installed Capacity**”) of the Project Facility is currently 321.75 megawatts (“**MW**”). The Base Payment and Variable Payment references above assume the Installed Capacity of the Project Facility remains 321.75 MW during the Term. The Company shall certify to the Tax Jurisdictions any changes in Installed Capacity of the Project Facility on each February 1 during the Term. A form of such certification is attached hereto as Exhibit C. If the Installed Capacity of the Project Facility is changed during the Term, all Base Payments and any Variable Payment following the February 1 reporting date shall be increased or decreased in direct proportion to the change in Installed Capacity of the Project Facility relative to 321.75 MW.

(e) Adjustment for Special District Taxes. Since the RPTL Section 412-a exemption does not extend to Special District Taxes, for each assessment roll year during the Term, commencing with the 2020 assessment roll year, the Towns shall work with their assessors to set the assessed values of the tax parcels covering the Project Facility in the full value assessment amounts set forth on the attached Exhibit D. In the event the assessors for the Towns do not so adjust the assessed values of such tax parcels, the Company shall receive a credit (or refund to the extent necessary) against the next Base Payment owed (to the extent a credit or refund was not received by the Company pursuant to the Amended Current PILOT) in an amount equal to the amount by which the Special District Taxes paid (or to be paid) by the Company exceed the amount that would have been paid if the assessed values were adjusted as required. In the event the Company was owed a credit or refund pursuant to Section 2.01(b)(i)(dd) of the Amended Current PILOT but such credit or refund has not been received by the Company, such credit or refund shall be carried forward and applied against the next Base Payment owed hereunder.

Section 4.2 Timing of Base Payments and Variable Payments. Base Payments shall be paid no later than January 31 of each year during the Term, commencing with January 31, 2021, as illustrated in the table set forth in Section 4.1(b) hereof. Any Variable Payment shall be paid no later than March 1 of the year following the calendar year in which an associated payment trigger is met.

Section 4.3 Payee. Base Payments and any Variable Payment shall be made directly to the treasurer of the County (the "County Treasurer") for the benefit of the Tax Jurisdiction at the following address or by wire transfer pursuant to wire instructions provided by the County Treasurer.

County Treasurer
County of Lewis
7660 North State Street
Lowville, New York 13367

It is understood that the County Treasurer shall receive each PILOT Payment in trust for each of the Tax Jurisdictions, and, within thirty (30) days of receipt of each such PILOT Payment, the County Treasurer shall remit to each Tax Jurisdiction its allocated share of such payment.

Section 4.4 Invoices. For each year, without need for or receipt of an invoice, the Company shall remit the Base Payment in the scheduled amount no later than the due date set forth in Section 4.1(b) of this Agreement; *provided, however*, the County Treasurer shall present an invoice to the Company, with a copy to the Agency, stating the amount of the respective Base Payment and the date when due at least ten (10) business days prior to the due date.

Section 4.5 Allocation of PILOT Payments. Pursuant to Section 858(15) of the Act, unless otherwise agreed by the Tax Jurisdictions, PILOT Payments must be allocated among the Tax Jurisdictions in proportion to the amount of Real Property Taxes which would have been received by Tax Jurisdiction had the Project Facility not been tax exempt due to the Agency's involvement in the Project. The Tax Jurisdictions have agreed that all PILOT Payments shall be allocated among them by the County Treasurer in the percentages set forth on Exhibit E attached hereto notwithstanding any future changes in the relative tax rates of the Tax Jurisdictions. The

Tax Jurisdictions may modify the allocation percentages set forth on Exhibit E attached hereto at any time during the Term by providing written notice to the Agency and the County Treasurer at least forty-five (45) prior to the due date of the first PILOT Payment to which such modified allocation percentages shall apply. Any such notice shall contain evidence of Tax Jurisdiction approval of such modified allocation percentages.

Section 4.6 Late Payments. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any PILOT Payment on or before the due date, the Company shall pay the same to the County Treasurer for distribution to the Tax Jurisdictions, together with a late payment penalty equal to five percent (5%) of the amount due (excluding interest) for the first month of such delinquency, an additional penalty of one percent (1%) of the amount due (excluding interest) for each month or fraction thereof that the PILOT Payment remains delinquent beyond the first month, and interest on the delinquent PILOT Payment (excluding penalties) equal to one percent (1%) per month or fraction thereof until the PILOT Payment, penalties and interest are paid in full.

Section 4.7 Credits for Real Property Tax Payments. Any Real Property Taxes paid by the Company to the Tax Jurisdictions with respect to the Project Facility or any portion thereof during the Term will be applied as a credit against Base Payments due under this Agreement. No credit under this Section shall be given for any Special District Taxes paid by the Company. If the Company desires to claim a credit against any particular Base Payment due hereunder, the Company shall give the tax levying Tax Jurisdiction, the County Treasurer, and the Agency prior written notice of its intention to claim any credit pursuant to the provisions of this Section, such notice to be given by the Company at least ten (10) days prior to the final date by which such Base Payment must be paid hereunder. Such credit shall be applied against the allocated share(s) of the next annual Base Payment made to the levying Tax Jurisdiction(s). To the extent the amount of Real Property Taxes paid by the Company is greater than the allocated share(s) of the next annual Base Payment, the amount of the credit insufficiency shall be carried forward and applied to the next annual and future PILOT Payment(s).

Section 4.8 Repowering. This Agreement and the underlying exemption shall not cover a repowering of the Project Facility (“**Repowering**”) and Repowering improvements would require a separate PILOT agreement. Repowering involves replacement of more than fifty percent (50%) of the turbines comprising the Project Facility with newer or more technologically advanced turbines.

Section 4.9 Effect of Decommissioning. Any turbine comprising a portion of the Project Facility shall be deemed “**Decommissioned**” upon permanent physical removal of such turbine from the Project Facility. The Company shall provide written notification to the Agency and the Tax Jurisdictions immediately after any such turbine is Decommissioned (“**Decommissioning Notice**”). In the event any portion of the Project Facility is Decommissioned, the Company’s obligation to make PILOT Payments hereunder shall terminate, effective upon the date of the Decommissioning Notice, only with respect to Decommissioned turbines, and the Company’s obligation to make PILOT Payments hereunder shall continue with respect to any remaining Project Facility turbines. PILOT Payments after delivery of any such Decommissioning Notice shall be based upon the Installed Capacity of the remaining portions of the Project Facility pursuant to Section 4.1(d) hereof.

Section 4.10 Release of Portion of the Project Facility.

(a) Release of Portion of the Project Facility. Pursuant to the Lease Agreement, the Company shall have the option to sell, transfer, or otherwise dispose of any portion of the Project Facility (including fractional interests therein). In the event such portion of the Project Facility is sold, transferred, or otherwise disposed of by the Company, this Agreement and the underlying exemption shall terminate with respect to such portion of the Project Facility. Notwithstanding the foregoing, in the event the Company enters into a co-ownership arrangement with respect to such portion of the Project Facility, this Agreement and the underlying exemption shall not terminate with respect to such portion.

(b) Transferee's Obligation. During the Term, in the event any portion of the Project Facility is sold, transferred, or disposed of by the Company to a third party not entitled to continue the real property tax exemption thereon, the transferee(s) thereof will thereafter be responsible for payment of Real Property Taxes on such portion of the Project Facility except with respect to co-ownership arrangements covered by Section 4.10(a) hereof.

Section 4.11 Payment Responsibility. Flat Rock Windpower LLC and Flat Rock Windpower II LLC shall be responsible for Base Payments and Variable Payments in direct proportion to the Installed Capacity owned by each or as Flat Rock Windpower LLC and Flat Rock Windpower II LLC otherwise determine.

Section 4.12 Assessment Challenges. During the Term, the Company agrees to waive its right to seek judicial review pursuant to RPTL Article 7 of any assessment placed on the Project Facility. Notwithstanding the foregoing, the Company shall not be prohibited from pursuing legal action to enforce the terms of this Agreement.

Section 4.13 No Admission. The Company and the Tax Jurisdictions agree that this Agreement is made to address the unique circumstances surrounding the Project Facility and in no event shall the values implied for the Project Facility be used against the Tax Jurisdictions or the Company in the context of any future valuation determination during the Term, except to enforce the terms of this Agreement.

Section 4.14 Change in Tax Parcel Identification Numbers. The change, amendment, increase, or decrease of the tax identification or parcel numbers currently used by the Towns to identify or classify all or any part of the Project Facility shall not cause this Agreement or the PILOT Payments hereunder to change.

ARTICLE V
EVENTS OF DEFAULT AND REMEDIES

Section 5.1 Events of Default Defined.

(a) Any one or more of the following events shall constitute an event of default under this Agreement, and the terms "**Event of Default**" or "**Default**" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(i) Failure of the Company to make PILOT Payments by the due date; *provided, however*, that the Company, its Affiliates (as defined in the Lease Agreement) and/or its Financing Parties (as defined in the Lease Agreement) shall have an opportunity to cure such non-payment by paying the full amount of the PILOT Payment, together with any penalties and interest thereon, within thirty (30) days after the Company's receipt of written demand for such payment;

(ii) Failure of any Party, or in the case of the Company, the Company, its Affiliates (as defined in the Lease agreement) and/or its Financing Parties (as defined in the Lease Agreement), to perform its obligations under this Agreement, other than the payment of PILOT Payments, for a period of sixty (60) days after written notice from another Party to the defaulting Party specifying the nature of such Default and requesting that it be remedied; *provided, however*, that if such failure is not feasibly capable of cure within sixty (60) days, the defaulting Party, or in the case of the Company, the Company, its Affiliates (as defined in the Lease agreement) and/or its Financing Parties (as defined in the Lease Agreement), shall be granted additional time to effect cure, provided the effort to cure has been commenced within such sixty (60) period and prosecuted with due diligence;

(iii) Any material warranty, representation or other statement made by or on behalf of any Party contained in this Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Agreement and, in each case, any material adverse effect of such false or incorrect representation or warranty is not eliminated or addressed to the reasonable satisfaction of the non-defaulting Party within a period of sixty (60) days after receipt of notice by the defaulting Party. If such false or incorrect representation or warranty is not feasibly capable of cure within sixty (60) days, the defaulting Party, or in the case of the Company, the Company, its Affiliates (as defined in the Lease agreement) and/or its Financing Parties (as defined in the Lease Agreement), shall be granted additional time to effect cure, provided the effort to cure has been commenced within such sixty (60) period and prosecuted with due diligence; or

(iv) A default under the Lease Agreement or any other Transaction Document.

Section 5.2 Remedies on Default. Upon the occurrence of an uncured Event of Default as specified under this Agreement, a non-defaulting Party may, at its sole discretion, elect to (a) terminate this Agreement by providing the non-defaulting Party at least thirty (30) days' advance written notice of its election to terminate, or (b) bring an action or proceeding in New York State Supreme Court, County of Lewis, seeking such remedy or remedies as the non-defaulting Party may elect, including, but not limited to, an order directing specific performance of any obligation which the defaulting Party has failed to discharge, including but not limited to the basis for the declaration of Default; *provided, however*, that prior to the exercise of any remedy hereunder, the non-defaulting Party must provide the defaulting Party with at least thirty (30) days' prior written notice of such Default.

Section 5.3 No Acceleration. Upon the occurrence and during the continuation of an Event of Default hereunder, the Agency shall not have the right to accelerate future PILOT Payments not yet due and payable as of the date of such exercise of remedies.

ARTICLE VI
MISCELLANEOUS

Section 6.1 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, return receipt requested, or delivered by any national overnight express delivery service (in each case, postage or delivery charges paid by the party giving such communication) addressed as follows or to such other address as any party may specify in writing to the other:

To the Agency:

County of Lewis Industrial Development Agency
7840 New York Route 26
Lowville, New York 13367
Attention: Executive Director

With a copy to:

Barclay Damon LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attention: Kevin R. McAuliffe, Esq.

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

To the County Treasurer:

County of Lewis
7660 North State Street
Lowville, New York 13367
Attention: County Treasurer

To the Company:

Flat Rock Windpower LLC
Flat Rock Windpower II LLC
1125 NW Couch Street
Portland, Oregon 97209
Attention: Director, Non-Income Tax

With a copy to:

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

Notice by mail shall be effective when delivered but if not yet delivered shall be deemed effective at 12:00 p.m. on the third Business Day after mailing with respect to certified mail and one Business Day after mailing with respect to overnight mail.

Section 6.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 6.3 Severability. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.4 Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 6.5 Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.6 Applicable Law. This Agreement shall be governed exclusively by the applicable laws of the State without regard or reference to its conflict of laws principles.

Section 6.7 Table of Contents and Section Headings Not Controlling. The Table of Contents and the headings of the several Sections in this Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Agreement.

Section 6.8 Waiver of Trial by Jury. The parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of this Agreement or the Project Facility or any matters whatsoever arising out of or in any way connected with this Agreement.

Section 6.9 No Recourse; Special Obligation. The obligations and agreements of the Agency and the Company contained herein and in the other Transaction Documents and any other instrument or document executed in connection herewith or therewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency and the Company, respectively, and not of any member, officer, agent (other than the Company), servant or employee of the Agency or the Company in her/his individual capacity, and the members, officers, agents (other than the Company), servants and employees of the Agency and the Company, respectively, shall not be liable personally hereon or

thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

Section 6.10 Estoppel Certificates. The Agency, within fifteen (15) business days after a request in writing by the Company, shall furnish a written statement, duly acknowledged, that this Agreement and the other Transaction Documents are in full force and effect and that there are no defaults thereunder by the Company, or if there are any defaults, such statement shall specify the defaults the Agency claims to exist.

Section 6.11 Assignment. This Agreement shall be assigned by the Company in connection with assignment of the Lease Agreement.

Section 6.12 Supersession. Upon filing of the Exemption Application with the assessor of each of the Towns and the Project Facility being listed on the assessment rolls of the Towns as exempt pursuant to RPTL Section 412-a, as of the effective date of the RPTL Section 412-a exemption this Agreement shall supersede the Amended Current PILOT and the Amended Current PILOT shall have no further force and effect. In no event shall the Company be obligated to make payments under the Amended Current PILOT and this Agreement for the same fiscal years of the Tax Jurisdictions.

(Remainder of Page Intentionally Left Blank - Signature Pages Follow)

FLAT ROCK WINDPOWER LLC

By: Avangrid Renewables, LLC,
An Oregon limited liability company,
As Member

LEGAL
IN

By: Phy Ryan Leonard
Authorized Representative

By: SK
Authorized Representative
Steve Krump
Authorized Representative

FLAT ROCK WINDPOWER II LLC

By: Avangrid Renewables, LLC,
An Oregon limited liability company,
As Member

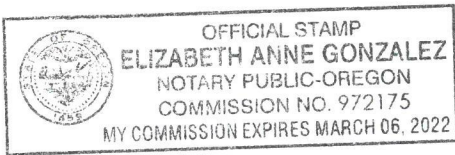
LEGAL
IN

By: Phy Ryan Leonard
Authorized Representative

By: SK
Authorized Representative
Steve Krump
Authorized Representative

STATE OF OREGON)
: SS.:
COUNTY OF MULTNOMAH)

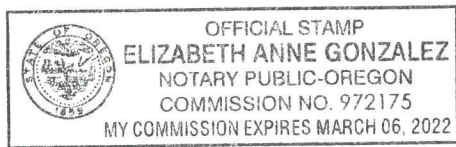
On the 10th day of December in the year 2019, before me, the undersigned, personally appeared Ryan Leonard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.



Elizabeth Anne Gonzalez
Notary Public

STATE OF OREGON)
: SS.:
COUNTY OF MULTNOMAH)

On the 10th day of December in the year 2019, before me, the undersigned, personally appeared Steve Krump, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

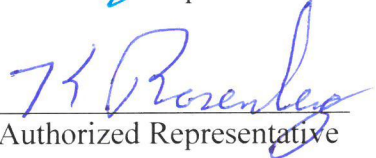


Elizabeth Anne Gonzalez
Notary Public

FLAT ROCK WINDPOWER LLC

By: EDP Renewables North America LLC,
A Delaware limited liability company,
As Member

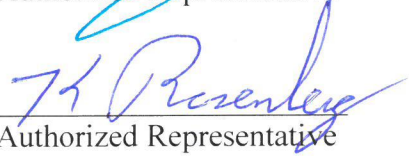
By: 
Authorized Representative

By: 
Authorized Representative

FLAT ROCK WINDPOWER II LLC

By: EDP Renewables North America LLC,
A Delaware limited liability company,
As Member

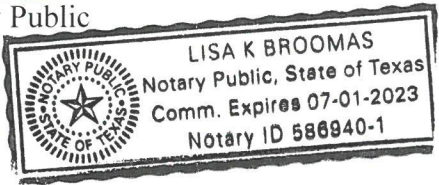
By: 
Authorized Representative

By: 
Authorized Representative

STATE OF TEXAS)
 : SS.:
COUNTY OF HARRIS)

On the 5th day of December in the year 2019, before me, the undersigned, personally appeared Rotem Zucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Lisa K Broomas
Notary Public



STATE OF TEXAS)
 : SS.:
COUNTY OF HARRIS)

On the 5th day of December in the year 2019, before me, the undersigned, personally appeared Kevin Rosenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Lisa K Broomas
Notary Public

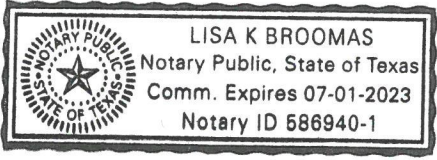


Exhibit A

DESCRIPTION OF THE LAND

Tax Parcels described on the list below are located in the Town of Martinsburg (“Martinsburg”), Town of Harrisburg (“Harrisburg”), Town of Lowville (“Lowville”), and Town of Watson (“Watson”), Lewis County, New York. Tax Parcels identifying Project-related machinery, equipment, personal property and improvements located on the Land are listed at the bottom of this description and are incorporated herein.

MAPLE RIDGE (Phase 1)

1. 230 kV Power Line Easement Agreement by and between Thomas W. Freeman, Jr. and Flat Rock Windpower LLC, a Delaware limited liability company dated May 21, 2004, and recorded May 25, 2004 in the Lewis County Clerk’s Office as Instrument No. 2004-01618.

Martinsburg Parcel No. 226-1-24.1

2. 115kV Power Line Easement Agreement by and between Thomas W. Freeman, Jr. and Flat Rock Windpower LLC, a Delaware limited liability company dated May 21, 2004, and recorded May 25, 2004 in the Lewis County Clerk’s Office as Instrument No. 2004-01617, as amended by Amended and Restated 34.5 kV Power Line Easement Agreement dated March 3, 2005, by and between Thomas W. Freeman, Jr. and Flat Rock Windpower LLC, recorded July 19, 2005 in the Lewis County Clerk’s Office as Instrument No. 2005-02323.

Martinsburg Parcel No. 226-1-24.1

3. 230 kV Power Line Easement Agreement by and between Thomas E. Houser and Brenda E. Houser and Flat Rock Windpower LLC, a Delaware limited liability company dated July 16, 2004, and recorded July 28, 2004 in the Lewis County Clerk’s Office as Instrument No. 2004-02399.

Martinsburg Parcel No. 226-1-12

4. 230 kV Power Line Easement Agreement by and between John S. Knollman and Carolyn F. Knollman and Flat Rock Windpower LLC, a Delaware limited liability company dated February 4, 2005, and recorded February 14, 2005 in the Lewis County Clerk’s Office as Instrument No. 2005-00496.

Martinsburg Parcel No. 226-1-17.1

5. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230 kV Power Line Easement Agreement by and between Ernest L. Rook and Rosemary Rook and Flat Rock Windpower LLC, a Delaware limited liability company dated December 11, 2002, and recorded December 12, 2002 in the Lewis County Clerk’s Office as Instrument No. 2002-02164, as modified by Easement Modification by and between Ernest L. Rook and Rosemary Rook and Flat Rock Windpower LLC and Flat Rock Windpower II LLC, dated February 4, 2005, recorded February 9, 2005 in the Lewis County Clerk’s Office as Instrument No. 2005-00420.

Exhibit A

Martinsburg Parcel No. 226-1-18

6. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230 kV Power Line Easement Agreement by and between William Matuszczak and Flat Rock Windpower LLC, a Delaware limited liability company dated October 30, 2002, and recorded November 14, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-1886, as amended by Easement Modification dated June 8, 2005 by and between Flat Rock Windpower LLC, Flat Rock Windpower II LLC and William B. Matuszczak, recorded December 7, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04328.

Martinsburg Parcel Nos. 225-1-19, 227-1-31

7. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230kV Power Line Easement Agreement, by and between William Matuszczak and Flat Rock Windpower LLC, a Delaware limited liability company dated October 30, 2002, and recorded March 18, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00830 and amended by Easement Modification by and between William B. Matuszczak and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated June 8, 2005, recorded on December 7, 2005, in the Lewis County Clerk's Office as Instrument No. 2005-04327.

Martinsburg Parcel No. 227-1-33.1

8. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230kV Power Line Easement Agreement, by and between Mr. Ronald F. Youngs and Mrs. Shirley A. Youngs and Flat Rock Windpower LLC, a Delaware limited liability company dated December 18, 2002, and recorded January 24, 2003 in the Lewis County Clerk's Office as Instrument No.2003-00221, as amended by Easement Modification by and between Ronald F. Youngs and Shirley A. Youngs and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated January 27, 2005, recorded February 16, 2005, in the Lewis County Clerk's Office as Instrument No. 2005-00532.

Martinsburg Parcel No. 227-1-22.1

9. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230 kV Power Line Easement Agreement dated November 15, 2001 by and between Mr. James Kenealy and Flat Rock Windpower LLC, a Delaware limited liability company dated November 15, 2001 and recorded December 21, 2001 in the Lewis County Clerk's Office in Book 689, Page 171, as amended by Amended and Restated 230 kV Easement Agreement by and between Lawrence V. Purvines, Jr and Rebecca J. Purvines and Flat Rock Windpower LLC and Flat Rock Windpower II LLC, dated July 20, 2004 and recorded July 28, 2004, in the Lewis County Clerk's Office as Instrument No. 2004-02400.

Martinsburg Parcel No. 227-1-23.12

10. Power Line Easement Agreement by and between Mr. James Kenealy and Flat Rock Windpower LLC, a Delaware limited liability company, evidenced by a Memorandum of Easement dated November 15, 2001 and recorded December 21, 2001 in the Lewis County

Exhibit A

Clerk's Office in Book 689, Page 171, as amended by 230 kV Easement Agreement by and between James Kenealy and Flat Rock Windpower LLC, dated December 12, 2002 and recorded December 12, 2002, in the Lewis County Clerk's Office as Instrument No. 2002-02166, and further amended by Easement Modification by and between James M. Kenealy and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated August 18, 2004, and recorded March 24, 2005, in the Lewis County Clerk's Office as Instrument No. 2005-00902.

Martinsburg Parcel No. 227-1-23.11, formerly part of 227-1-23.1

11. Power Line Easement by and between Mr. Mark A. Karelus and Flat Rock Windpower LLC, a Delaware limited liability company dated December 20, 2001, as evidenced by a Memorandum of Easement recorded December 20, 2001 in the Lewis County Clerk's Office in Book 689, Page 156, and 230 kV Power Line Easement Agreement by and between Mark A. Karelus and Flat Rock Windpower LLC as evidenced by Memorandum dated November 14, 2002 and recorded on December 12, 2002 in the Lewis County Clerk's Office, Instrument No. 2002-02162, as amended by Easement Modification by and between Mark A. Karelus and Flat Rock Windpower LLC and Flat Rock Windpower II LLC, dated August 3, 2004, and recorded August 14, 2004, in the Lewis County Clerk's Office as Instrument No. 2004-02647.

Martinsburg Parcel No. 227-1-14.1

12. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230 kV Power Line Easement Agreement by and between Aaron A. Widrick and Lauretta M. Widrick and Flat Rock Windpower LLC, a Delaware limited liability company dated January 14, 2003 and recorded January 24, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-00222, as amended by Easement Modification by and between Aaron A. Widrick and Lauretta M. Widrick and Flat Rock Windpower LLC and Flat Rock Windpower II LLC, dated July 21, 2004, and recorded July 28, 2004, in the Lewis County Clerk's Office as Instrument No. 2004-02397 and re-recorded on December 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04422, as further amended by Amendment to 230kV Easement Documents by and between Flat Rock Windpower LLC, Flat Rock Windpower II LLC and Aaron A. Widrick and Lauretta M. Widrick dated December 29, 2006, and recorded June 28, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02188.

Martinsburg Parcel No. 228-1-48.11

13. 230 kV Power Line Easement Agreement by and between Mr. Larry Virkler on behalf of V.S. Virkler and Son Inc. and Flat Rock Windpower LLC, a Delaware limited liability company, as evidenced by a Memorandum of 230 kV Power Line Easement Agreement dated January 21, 2003, and recorded January 24, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-00223, as amended by Easement Modification by and between S. Virkler & Son, Inc. and Flat Rock Windpower LLC and Flat Rock Windpower II LLC, dated July 22, 2004 and recorded August 17, 2004, in the Lewis County Clerk's Office as Instrument No. 2004-02646, as amended by Amendment to 230kV Easement Documents

Exhibit A

by and between Flat Rock Windpower LLC, Flat Rock Windpower II LLC and Joseph Virkler on behalf of V.S. Virkler and Son, Inc. dated June 15, 2007, and recorded June 28, 2007 in the Lew County Clerk's Office as Instrument No. 2007-02186.

Martinsburg Parcel No. 228-1-44.12

14. 230 kV Power Line Easement Agreement by and between Mr. David Lum on behalf of the Lum Family Trust of Lowville, NY and Flat Rock Windpower LLC, a Delaware limited liability company, as evidenced by Memorandum of 230 kV Power Line Easement Agreement dated October 25, 2002, and recorded October 25, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-01636, as amended by Easement Modification by and between Steven P. Young and Heather K. Young and Flat Rock Windpower LLC and Flat Rock Windpower II LLC, dated October 18, 2004, and recorded February 16, 2005, in the Lewis County Clerk's Office as Instrument No. 2005-00535.

Martinsburg Parcel No. 228-01-43.11

15. 230 kV Power Line Easement Agreement by and between Dorothy Duflo and Flat Rock Windpower LLC, a Delaware limited liability company, as evidenced by a Memorandum of 230 kV Power Line Easement Agreement dated August 8, 2003, and recorded February 12, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-000472, as amended by Amended and Restated 230 kV Easement Agreement made by and between Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Dorothy W. Duflo, dated June 9, 2004 and recorded June 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01971.

Martinsburg Parcel No. 228-1-44.2

16. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230kV Power Line Easement Agreement by and between Marks Farms, a New York General Partnership and Flat Rock Windpower LLC, a Delaware limited liability company dated February 11, 2003 and recorded February 13, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-00464, as amended by Easement Modification by and between Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Marks Farms dated April 20, 2004 and recorded May 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01624, as amended by Easement Second Modification by and between Marks Farm Partnership and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated March 3, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00913.

Martinsburg Parcel Nos. 228-1-31, 228-1-32, 229-1-14, 229-1-15, 229-1-16, 229-1-22 and 244-1-3.1

17. 230 kV Power Line Easement Agreement by and between Jacquelyn Peck and Flat Rock Windpower LLC, a Delaware limited liability company dated February 11, 2003 and recorded February 13, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-00461, as amended by Easement Modification by and between Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Jacquelyn F. Peck a/k/a Jacquelyn S. Peck dated

Exhibit A

April 20, 2004 and recorded May 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01623, as amended by Easement Second Modification by and between Jacquelyn F. Peck a/k/a Jacquelyn S. Peck and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated March 3, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00912.

Martinsburg Parcel Nos. 228-1-33.12 and 229-1-21.2

18. 230 kV Power Line Easement Agreement by and between Minette Eileen Thisse and Flat Rock Windpower LLC, a Delaware limited liability company dated May 12, 2004, and recorded May 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01614, as amended by Amendment to 230 kV Easement Documents by and between Flat Rock Windpower LLC, Flat Rock Windpower II LLC and Minette Eileen Thisse dated June 11, 2007, and recorded June 28, 2007, in the Lewis County Clerk's Office as Document No. 2007-02189..

Martinsburg Parcel No. 229-1-17

19. 230 kV Power Line Easement Agreement, as evidenced by Memorandum of Agreement by and between Mr. Rodney Angelovich and Flat Rock Windpower LLC, a Delaware limited liability company dated December 20, 2002, and recorded February 13, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-00462, as amended by Easement Modification by and between Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Rodney W. Angelovich dated July 21, 2004 and recorded July 28, 2004, in the Lewis County Clerk's Office as Instrument No. 2004-02401.

Watson Parcel No. 229-2-1.1, 229-2-31, 229-2-5.11 and 229-2-29

20. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of Agreement by and between Mr. Antonio Bracchi and Mrs. Anna Bracchi and Flat Rock Windpower LLC, a Delaware limited liability company dated November 15, 2002, evidenced by a Memorandum recorded December 12, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-01260, as amended by Easement Modification by and among Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Antonio Bracchi and Anna Bracchi dated April 13, 2004 and recorded May 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01621, and as amended by Easement Second Modification by and between Antonio Bracchi and Anna Bracchi and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated August 5, 2004 and recorded August 17, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-02648.

Watson Parcel No. 230-1-2.111

21. 230 kV Power Line Easement Agreement by and between Mrs. Mary Bonta and Flat Rock Windpower LLC, a Delaware limited liability company dated November 15, 2002, as evidenced by a Memorandum of Agreement recorded December 12, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-02163, as amended by Easement Modification by and among Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Mary Bonta dated April 14, 2004 and recorded May 25, 2004 in the Lewis County

Exhibit A

Clerk's Office as Instrument No. 2004-01622, and amended by Easement Second Modification by and between Mary Bonta and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated August 6, 2004 and recorded February 14, 2005, in the Lewis County Clerk's Office as Instrument No. 2005-00487.

Watson Parcel No. 230-1-2.3

22. 230 kV Power Line Easement Agreement by and between M. Joseph Suiter and Flat Rock Windpower LLC, a Delaware limited liability company dated November 6, 2002, as evidenced by a Memorandum of Agreement dated November 6, 2002 and recorded November 14, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-01885, as amended by Easement Modification by and between Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Joseph L. Suiter dated June 18, 2004 and recorded June 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01970.

Watson Parcel No. 230-1-5 and 230-1-8.2

23. 230 kV Power Line Easement Agreement by and between Denise A. Ablan and Flat Rock Windpower LLC, a Delaware limited liability company dated October 30, 2002, as evidenced by a Memorandum of Agreement recorded November 14, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-01887 and 230 kV Power Line Easement Agreement made by and between Ms. Denise Ablan and Flat Rock Windpower LLC as evidenced by a Memorandum of Agreement dated October 30, 2002 and recorded December 12, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-02161, as amended by Easement Modification by and between Denise L. Alban and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated July 27, 2004 and recorded August 17, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-02644.

Watson Parcel Nos. 230-1-10.1 and 230-1-8.11

24. 230 kV Power Line Easement Agreement by and between Mr. Loren B. Schneider and Flat Rock Windpower LLC, a Delaware limited liability company dated September 9, 2003 and recorded September 18, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-02981, as amended by Amended and Restated 230 kV Power Line Easement Agreement by and between Loren B. Schneider and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated December 16, 2004 and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00483.

Watson Parcel No. 230-1-2.21

25. Warranty Deed made by H. Wesley Bray and Nancy R. Bray to Flat Rock Windpower LLC dated April 7, 2005 and recorded April 21, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01272.

Watson Parcel Nos. 230.00-1-11 and 230.00-1-13 (part)

26. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease by and between Paul F. Hoerner and

Exhibit A

Beverly A. Hoerner, John E. Rowsam and Shirley M. Rowsam and Flat Rock Windpower LLC dated February 16, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00903.

Martinsburg Parcel No. 226-1-30.1

27. 34.5 kV Power Line Easement Agreement by and between Lucian Stanton and Isabel Stanton and Flat Rock Windpower LLC, a Delaware limited liability company dated January 28, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00408.

Martinsburg Parcel No. 256-1-5

28. 34.5 kV Power Line Easement Agreement by and between Henry T. Karelus and Flat Rock Windpower LLC, a Delaware limited liability company dated January 27, 2005 and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00489.

Martinsburg Parcel No. 241-1-13

29. 34.5 kV Power Line Easement Agreement by and between Siemcor, LLC and Flat Rock Windpower LLC, a Delaware limited liability company dated February 25, 2005, and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00920.

Martinsburg Parcel No. 241-1-16.1

30. 34.5 kV Power Line Easement Agreement by and between John N. Waligory, Jr. and Judy L. Waligory and Flat Rock Windpower LLC, a Delaware limited liability company dated January 22, 2005 and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00437.

Martinsburg Parcel No. 241-1-6.2

31. 34.5 kV Power Line Easement Agreement by and between John S. Knollman and Carolyn F. Knollman and Flat Rock Windpower LLC, a Delaware limited liability company dated February 4, 2005 and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00495.

Martinsburg Parcel No. 241-1-4

32. 34.5 kV Power Line Easement Agreement by and between Thomas J. Freeman, Jr. and Flat Rock Windpower LLC, a Delaware limited liability company dated May 21, 2004, and recorded May 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01616, as amended by Amended and Restated 34.5 kV Power Line Easement Agreement by and between Thomas J. Freeman, Jr. and Flat Rock Windpower LLC dated March 3, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument Nos. 2005-00915 and 2005-02323.

Exhibit A

Martinsburg Parcel No. 226-1-24.1

33. 34.5 kV Power Line Easement Agreement by and between Sharon B. Moore and Flat Rock Windpower LLC, a Delaware limited liability company dated May 27, 2004 and recorded June 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-1969, as amended by Amended and Restated 34.5 kV Power Line Easement Agreement by and between Sharon B. Moore and Flat Rock Windpower LLC dated March 18, 2005 and recorded April 12, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01145.

Martinsburg Parcel No. 256-1-8

34. 34.5 kV Power Line Easement Agreement by and between Michael J. Percoski and Flat Rock Windpower LLC, a Delaware limited liability company dated August 18, 2004 and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00486.

Martinsburg Parcel No. 256-1-1

35. 34.5 kV Power Line Easement Agreement by and between Gary P. Rosiczkowski and Elaine Roziczkowski and Flat Rock Windpower LLC, a Delaware limited liability company dated March 23, 2004 and recorded May 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01615.

Martinsburg Parcel No. 241-1-20

36. 34.5 kV Power Line Easement Agreement as evidenced by a Memorandum of Easement by and between Mr. Donald K. Abel and Mrs. Jane Abel and Flat Rock Windpower LLC, a Delaware limited liability company dated January 14, 2002, and recorded March 28, 2002 in the Lewis County Clerk's Office in Book 694, Page 209, as amended by Amended and Restated 34.5 kV Power Line Easement Agreement by and between Donald K. Abel and Jane A. Abel and Flat Rock Windpower LLC dated February 26, 2005 and recorded on March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00921.

Martinsburg Parcel No. 226-1-30.2

37. 34.5 kV Power Line Easement Agreement by and between James Sahler and Flat Rock Windpower LLC, a Delaware limited liability company dated November 30, 2005, and recorded December 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04417.

Martinsburg Parcel Nos. 210-2-2.1 and 210-2-2.31

38. 34.5 kV Power Line Easement Agreement by and between James M. Arvanites and Colleen K. Arvanites and Flat Rock Windpower LLC, a Delaware limited liability company dated March 11, 2005, and recorded April 12, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01142.

Martinsburg Parcel Nos. 210-2-2.2 and 210-2-2.32

Exhibit A

39. 34.5 kV Power Line Easement Agreement by and between Gary J. Hart and Flat Rock Windpower LLC, a Delaware limited liability company dated December 4, 2004, and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00484.

Martinsburg Parcel No. 209-2-3

40. 34.5 kV Power Line Easement Agreement by and between David M. Evans and Laura J. Wrisley and Flat Rock Windpower LLC, a Delaware limited liability company dated December 4, 2004, and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00485.

Martinsburg Parcel No. 209-2-4.5

41. 34.5 kV Power Line Easement Agreement by and between John H. Northrup, Lee F. Northrup and James N. Northrup and Flat Rock Windpower LLC, a Delaware limited liability company dated February 16, 2005, and recorded August 19, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-02704.

Martinsburg Parcel No. 209-2-8

42. 34.5 kV Power Line Easement Agreement by and between Lee F. Northrup and Carol A. Northrup and Flat Rock Windpower LLC, a Delaware limited liability company dated January 26, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00414.

Martinsburg Parcel No. 209-1-14

43. 34.5 kV Power Line Easement Agreement by and between Albert L. Barbarito and Flat Rock Windpower LLC, a Delaware limited liability company dated September 8, 2005, and recorded September 19, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-03078.

Martinsburg Parcel No. _____

44. Development Easement Agreement by and between Albert L. Barbarito and Flat Rock Windpower LLC dated November 2, 2005 and recorded November 2, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-03850.

Harrisburg Parcel Nos. 209-1-8 and 192-4-10.1

45. 34.5 kV Power Line Easement Agreement by and between John B. Myers and M Rebecca. Myers and Flat Rock Windpower LLC, a Delaware limited liability company dated August 17, 2005, and recorded August 22, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-02723.

Harrisburg Parcel No. 192-3-6.11

Exhibit A

46. 34.5 kV Power Line Easement Agreement by and between Steven G. Joyce and Flat Rock Windpower LLC, a Delaware limited liability company dated February 10, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00925.

Harrisburg Parcel No. 191-2-11

47. 34.5 kV Power Line Easement Agreement by and between Olsen D. Burns and Flat Rock Windpower LLC, a Delaware limited liability company dated February 9, 2005, and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00482.

Harrisburg Parcel No. 192-1-9

48. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Thomas J. Freeman, Jr. and Flat Rock Windpower LLC dated May 21, 2004 and recorded May 25, 2005 in the Lewis County Clerk's Office as Instrument No. 2004-01620, as amended by Second Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements as evidenced by a Memorandum of Second Amended and Restated Lease for Construction of Wind Turbine Generators by and between Thomas W. Freeman, Jr. and Flat Rock Windpower LLC dated March 3, 2005, recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00914.

Martinsburg Parcel No. 226-1-24.1

49. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between John S. Knollman and Carolyn F. Knollman and Flat Rock Windpower LLC, dated February 4, 2005, and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00494.

Martinsburg Parcel Nos. 226-1-17.1 and 241-1-4

50. Lease for Construction of Wind Turbine Generators and Grant of Easements, as evidenced by a Memorandum of Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Benjamin Dubois and Mrs. Elaine Dubois and Flat Rock Windpower LLC, dated March 13, 2002, and recorded in the Lewis County Clerk's Office in Book 694, Page 183, as amended by Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Ben Dubois, Jr. a/k/a Benjamin Dubois and Ben Jr. Dubois and Elaine Dubois and Flat Rock Windpower LLC dated June 24, 2004 and recorded August 17, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-02650, as amended by Second Amended and Restated Lease for Construction of Wind Turbine Generators dated March 3, 2005, as evidenced by a Memorandum of Second Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Ben Dubois, Jr. a/k/a Benjamin Dubois and Ben Jr. Dubois and Elaine Dubois and Flat Rock Windpower LLC, dated March 3,

Exhibit A

2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00911.

Martinsburg Parcel No. 226.1-27.212

51. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Albert L. Barbarito and Flat Rock Windpower LLC, dated January 25, 2005, and recorded February 8, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00387.

Harrisburg Parcel Nos. 193-1-7 and 193-1-9.1

52. Amended and Restated Lease as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Henry F. Walters and Ida M. Walters and Flat Rock Windpower LLC, dated January 22, 2005, and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00491, as amended by Amendment to Lease Documents dated July 16, 2007, by and between Henry F. Walters and Ida M. Walters and Flat Rock Windpower LLC, and recorded July 30, 2007 in the Lewis County Clerk's Office as Instrument No. 2005-00387.

Martinsburg Parcel No. 225-1-5 and Lowville Parcel No. 211-1-2.2

53. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between John J. Ingham and Penny Ingham and Flat Rock Windpower LLC, dated January 27, 2005, and recorded February 8, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00384.

Martinsburg Parcel No. 210-2-10

54. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Henry T. Karelus and Flat Rock Windpower LLC, dated January 27, 2005, and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00488.

Martinsburg Parcel Nos. 241-1-13, 241-1-9.112 and 256-1-6.2

55. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Jonathan H. Thisse and Cheryl L. Thisse and Flat Rock Windpower LLC, dated February 4, 2005, and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00917.

Martinsburg Parcel Nos. 226-1-26 and 226-1-27.22

Exhibit A

56. Amended and Restated Lease as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Stanley J. Rowsam and Darlene M. Rowsam and Flat Rock Windpower LLC, dated July 8, 2004 , and recorded July 28, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-02398, as amended by Memorandum of Amended and Restated Lease for Construction of Wind Generators and Grant of Easements by and between John E. Rowsam and Shirley M. Rowsam and Paul F. Hoerner and Beverly Hoerner and Flat Rock Windpower dated February 16, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00903, as amended by Amended and Restated Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Second Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Stanley J. Rowsam and Darlene M. Rowsam and Flat Rock Windpower LLC dated March 15, 2005 and recorded April 12, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01151.

Martinsburg Parcel No. 240-2-3.1

57. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between John M. Waligory a/k/a John N. Waligory and Judy L. Waligory and Flat Rock Windpower LLC, dated January 22, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00436.

Martinsburg Parcel Nos. 241-1-6.2, 241-1-6.1, 241-1-8 and 241-1-11.1 (formerly 241-1-11), 241-1-15

58. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Robert W. Hindman, Trustee of the Robert W. Hindman Trust dated October 20, 2003 and Flat Rock Windpower LLC, dated March 5, 2005, and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00901.

Martinsburg Parcel No. _____

59. 34.5 kV Power Line Easement Agreement by and between Robert W. Hindman, Trustee of the Robert W. Hindman Trust and Flat Rock Windpower LLC dated March 5, 2005 and recorded July 19, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-02324.

Martinsburg Parcel No. 256-1-7

60. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Terrence J. Thisse and Flat Rock Windpower LLC, dated January 28, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00434, as amended by Amendment to Lease Documents dated June 11, 2007, by and between Terrence J. Thisse and Flat Rock

Exhibit A

Windpower LLC, recorded June 27, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02113.

Martinsburg Parcel No. 242-1-32.11

61. Amended and Restated Lease as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between John H. Nortz and Michelle L. Nortz and Flat Rock Windpower LLC, dated February 2, 2005, and recorded February 8, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00386.

Martinsburg Parcel Nos. 257-1-2.12 and 271-1-9

62. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Gregory M. Lopatovsky and Karen A. Lopatovsky, Thomas E. Creed and Tracy A. Creek and Flat Rock Windpower LLC, dated June 23, 2004, and recorded July 28, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-02395, as amended by Second Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Second Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Gregory A. Lopatovsky, Jaren A. Lopatovsky, Thomas E. Creek and Tracy A. Creek and Flat Rock Windpower LLC dated February 22, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00907.

Martinsburg Parcel No. 240-2-5

63. Amended and Restated Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Ronald J. Percoski and Flat Rock Windpower LLC, dated June 22, 2004, and recorded July 28, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-02396, as amended by Second Amended and Restated Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Second Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Ronald J. Percoski and Flat Rock Windpower LLC dated February 22, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00910.

Martinsburg Parcel No. 240-2-6.1

64. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Harold R. Reape and Patricia J. Reape and Flat Rock Windpower LLC, dated January 25, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00428.

Martinsburg Parcel No. 240-2-4.1

Exhibit A

65. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Dorothy A. Monnat (f/k/a Dorothy A. VanOrsdell) and Flat Rock Windpower LLC, dated February 1, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00413.

Martinsburg Parcel 226-1-27.211

66. Amended and Restated Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Siemcor, LLC and Flat Rock Windpower LLC, dated February 25, 2005, and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00919.

Martinsburg Parcel No. 241-1-16.1 and 241-1-18.1

67. Amended and Restated Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Patrick A. Mahoney and Bethany M. Franko and Flat Rock Windpower LLC, dated May 16, 2005, and recorded May 26, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01644.

Martinsburg Parcel No. 271-1-7.1

68. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Larry E. Herr and Barbara A. Herr and Flat Rock Windpower LLC, dated January 28, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00427.

Martinsburg Parcel No. 226-1-11

69. Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Jimmy Waligory and John Waligory and Flat Rock Windpower LLC, dated May 29, 2003, as evidenced by a Memorandum of Lease recorded June 13, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-01759, as amended by First Amendment to Lease for Construction of Wind Turbine Generators as evidenced by an Amendment to Memorandum of Lease by and between Jimmy Waligory and John Waligory and Flat Rock Windpower LLC dated May 24, 2005 and recorded May 26, 2005 as Document No. 2005-01646 in the Lewis County Clerk's Office.

Martinsburg Parcel Nos. 255-1-6, 256-1-2 and 256-1-3

70. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Benjamin Beyer and Flat Rock Windpower LLC, dated February 1, 2005, and recorded February 8, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00381.

Exhibit A

Martinsburg Parcel Nos. 226-1-25, 225-1-10.1 (formerly 225-1-10), 226-1-1.2 and 241-1-3.1 and 241-1-1.1

71. Amended and Restated Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Douglas N. Pleskach and Rosemary Rook and Flat Rock Windpower LLC, dated January 28, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00406.

Martinsburg Parcel 272-1-14.1

72. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Duane D. Croniser and Susan Croniser and Carl T. Freeman and Alan C. Freeman, doing business as Red Sunset Farms and Flat Rock Windpower LLC, dated January 31, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00411.

Martinsburg Parcel No. 257-1-18.11

73. Amended and Restated Lease Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Alvin L. Eberly and Judy L. Eberly and Flat Rock Windpower LLC, dated January 29, 2005, and recorded February 8, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00385.

Martinsburg Parcel No. 257-1-22.111

74. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Robert T. Cassidy and Geraldine Cassidy and Flat Rock Windpower LLC, dated March 4, 2005, and recorded April 12, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01149.

Martinsburg Parcel No. 271-1-11.1

75. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Richard J. Arthur and Flat Rock Windpower LLC, dated January 26, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00432, as amended by Amendment to Lease Documents by and between Richard J. Arthur and Sandra J. Arthur dated June 27, 2007 and recorded June 28, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02181.

Martinsburg Parcel No. 256-1-9

Exhibit A

76. Amended and Restated Lease for Construction Wind Turbine Generators by and between Loren V. Allen and Rhonda Allen and Flat Rock Windpower LLC dated June 19, 2004, as evidenced by a Memorandum recorded on June 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01967, as amended by Second Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Loren V. Allen and Rhonda Allen and Flat Rock Windpower LLC, dated April 20, 2005, and recorded May 6, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01437, as amended by Amendment to Lease Documents by and between Loren V. Allen and Rhoda Allen and Flat Rock Windpower LLC dated January 24, 2007 and recorded in the Lewis County Clerk's Office as Instrument No. 2007-02110.

Martinsburg Parcel No. 257-1-1

77. Amended and Restated Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between James M. Arthur and Jeffrey A. Arthur and Flat Rock Windpower LLC, dated January 31, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00421.

Martinsburg Parcel Nos. 271-1-13 and 271-01-10

78. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Lucien Stanton and Isabel Stanton and Flat Rock Windpower LLC, dated January 28, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00407.

Martinsburg Parcel 256-1-5

79. Second Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Second Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Thomas Smithling and Judith R. Smithling and Flat Rock Windpower LLC, dated February 25, 2005, and recorded April 12, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01148.

Martinsburg Parcel No. 257-1-22.12

80. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Croniser Logging, Inc. and Flat Rock Windpower LLC, dated March 8, 2005, and recorded April 12, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01150.

Martinsburg Parcel No. 272-1-15

81. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine

Exhibit A

Generators and Grant of Easements by and between William J. Burke and Patricia R. Burke and Flat Rock Windpower LLC, dated February 1, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00402, as amended by First Amendment To Amended and Restated Lease for Construction of Wind Turbine Generators dated March 24, 2008, by and between William J. Burke and Patricia R. Burke, as amended by Amendment to Lease Documents dated March 24, 2008, by and between William R. Burke and Patricia J. Burke and Flat Rock Windpower LLC, recorded April 2, 2008 in the Lewis County Clerk's Office as Instrument No. 2008-001545, as further amended by First Amendment to Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Second Amendment to Amended and Restated Lease for Construction of Wind Turbine Generators dated May 15, 2014.

Lowville Parcel Nos. 210-3-3, 210-3-5.1, Martinsburg Parcel No. 209-2-7.1, and Harrisburg Parcel No. 209-1-15

82. Amended and Restated Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Lynn Steiner and Dianna Steiner and Flat Rock Windpower LLC, dated January 25, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00417.

Martinsburg Parcel No. 225-1-6 and Lowville Parcel No. 210-3-8

83. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Ralph J. Drelick and Martha Drelick and Flat Rock Windpower LLC, dated January 26, 2005, and recorded February 9, 2006 in the Lewis County Clerk's Office as Instrument No. 2005-00409.

Martinsburg Parcel No. 226-1-29

84. Amended and Restated Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Ernest L. Rook and Rosemary Rook and Flat Rock Windpower LLC, dated February 4, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00419.

Martinsburg Parcel Nos. 241-1-14.1 and 209-2-9

85. Amended and Restated Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Sharon B. Moore and Flat Rock Windpower LLC, dated March 18, 2005, and recorded April 12, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01144.

Martinsburg Parcel No. 256-1-8

Exhibit A

86. Wind Energy Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of wind Energy Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Martin J. Beyer and Shirley A. Beyer and Flat Rock Windpower LLC, dated February 1, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00435.

Martinsburg Parcel Nos. 210-2-4 and 225-1-3.1

87. Second Amended and Restated Lease for Construction of Wind Turbine Generators, as evidenced by Memorandum of Second Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Bruce C. Poulsen and Flat Rock Windpower LLC, dated March 21, 2005, and recorded April 12, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00153.

Martinsburg Parcel No. 241-1-17

88. Second Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Second Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Martinsburg Water District and Board of Water Commissioners of Martinsburg Water District of Martinsburg, New York and Flat Rock Windpower LLC, dated February 16, 2005, and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00904, as amended by Amendment to Lease Documents dated June 11, 2007, by and between Town of Martinsburg Water District and Board of Water Commissioners of Martinsburg Water District of Martinsburg, New York, recorded June 27, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02112..

Martinsburg Parcel No. 272-1-1

89. Wind Energy Lease for Construction of Wine Turbine Generators, as evidenced by a Memorandum of Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Gary P. Rosiczkowski and Elaine Rosczkowski and Flat Rock Windpower LLC, dated January 27, 2005, and recorded February 8, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00378.

Martinsburg Parcel 241-1-20

90. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Kyle E. Burbank and Elizabeth A. Burbank and Flat Rock Windpower LLC, dated January 27, 2005, and recorded February 8, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00379.

Martinsburg Parcel Nos. 210-2-5.1. 210-2-6. 210-2-8.1. 210-2-8.3 and Lowville Parcel No. 210-3-12.111 (formerly 2-3-12.11)

91. Wind Energy Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Wind Energy Lease for Construction of Wind Turbine Generators and

Exhibit A

Grant of Easements by and between Martin J. Beyer and Shirley A. Beyer and Flat Rock Windpower LLC, dated February 1, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00435.

Martinsburg Parcel No. 225-1-3.1

92. Amended and Restated Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Michael A. Widrick and Marlene A. Widrick and Flat Rock Windpower LLC, dated February 16, 2005, and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00909, as amended by Amendment to Lease Documents by and between Michael A. and Marlene A. Widrick dated June 11, 2006, and recorded June 27, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02124.

Martinsburg Parcel No. 272-1-4

93. Wind Energy Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Jay J. Unkart and Flat Rock Windpower LLC, dated February 3, 2005, and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00924.

Martinsburg Parcel No. 225-1-11.1

94. Wind Energy Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Wind Energy Lease for Construction of Wind Turbine Generators and Grant of Easements, by and between Charles A. Petrus, Joseph L. Goutermout and Ralph J. Kiddier, Jr. and Flat Rock Windpower LLC, dated January 26, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00430.

Martinsburg Parcel No. 210-2-5.6 and Lowville Parcel No. 210-3-12.12

95. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Randy L. Bellinger and Mary F. Bellinger and Flat Rock Windpower LLC, dated January 25, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00429, as amended by Amendment to Lease Documents by and between Randy L. Bellinger and Mary F. Bellinger and Flat Rock Windpower LLC dated July 16, 2007 and recorded July 30, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02552.

Harrisburg Parcel Nos. 192-3-6.12, 192-1-5, 192-2-19.1 and 192-2-16.1

96. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Richard G. Bellinger and Arletha M.

Exhibit A

Bellinger and Flat Rock Windpower LLC, dated January 26, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00431.

Harrisburg Parcel Nos. 192-4-13 and 192-4-12

97. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Mark T. Hanno and Flat Rock Windpower LLC, dated January 27, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00433.

Harrisburg Parcel No. 210-1-1

98. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Olsen D. Burns and Douglas G. Burns and Flat Rock Windpower LLC, dated February 9, 2005, and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00481.

Harrisburg Parcel No. 192-1-8

Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Mark R. Snyder and Flat Rock Windpower LLC, dated February 2, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00412.

Harrisburg Parcel Nos. 174-2-6, 174-2-5 and 191-2-2

99. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between James N. Northrup and Flat Rock Windpower LLC, dated January 22, 2005, and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00490.

Harrisburg Parcel Nos. 209-1-12.1, 210-1-2 and 210-1-9.1

100. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between MMP Developers, Inc. and Flat Rock Windpower LLC, dated January 31, 2005, and recorded February 8, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00377.

Harrisburg Parcel Nos. 192-1-10.2, 191-2-7.3, 191-2-7.4, and 191-1-11

101. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Michael S. Berrus and Stanley L.

Exhibit A

Berrus and Flat Rock Windpower LLC, dated March 25, 2005, and recorded April 12, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01140.

Harrisburg Parcel No. 191-2-1.2

102. Wind Energy Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Richard W. Bradstreet and Maria M. Bradstreet and Flat Rock Windpower LLC, dated February 18, 2005, and recorded May 6, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-014400.

Harrisburg Parcel Nos. 191-2-6 and 191-2-3

103. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between A. Peter Jantzi and Roberta C. Jantzi and Flat Rock Windpower LLC, dated January 31, 2006, and recorded February 9, 2006 in the Lewis County Clerk's Office as Instrument No. 2005-00415.

Martinsburg Parcel No. 209-2-13.11

104. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Randy L. Bellinger and Mary F. Bellinger and Flat Rock Windpower LLC, dated January 25, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00429.

Harrisburg Parcel Nos. 192-1-5, 192-2-19.1, 192-3-6.12, and 192-2-16.1

105. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between James D. Northrup and Flat Rock Windpower LLC, dated January 22, 2005, and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00490.

Harrisburg Parcel Nos. 210-1-2, 210-1-9.1 and 209-1-12.1

106. Amended and Restated Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Patrick H. Smith and Flat Rock Windpower LLC, dated January 31, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00416.

Harrisburg Parcel No. 191-2-13

107. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Devi Estates, Inc. and Flat Rock

Exhibit A

Windpower LLC, dated February 3, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00438.

Harrisburg Parcel No. 191-2-5

108. Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Robert F. Delaplain and Anna P. Delaplain and Flat Rock Windpower LLC, dated July 6, 2005, and recorded July 19, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-02328.

Harrisburg Parcel Nos. 209-1-6, 209-1-7.112 and 209-1-19.111

109. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Albert Larkins and Flat Rock Windpower LLC, dated September 8, 2005, and recorded September 19, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-03077.

Harrisburg Parcel Nos. 191-2-12 and 191-2-9

110. Amended and Restated Lease for Construction of Wind Turbine Generators as evidenced by a Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators and Grant of Easements by and between William J. Burke and Patricia R. Burke and Flat Rock Windpower LLC, dated February 1, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00402, as amended by Amendment to Lease Documents by and between William R. Burke and Patricia J. Burke dated March 24, 2008 and recorded April 2, 2008 in the Lewis County Clerk's Office as Instrument No. 2008-01545, as amended by First Amendment to Amended and Restated Lease for Construction of Wind Turbine Generators dated March 24, 2008 by and between William J. Burke and Patricia R. Burke.

Harrisburg Parcel No. 209-1-15, Lowville Parcel Nos. 210-3-3 and 210-3-5.1, and Martinsburg Parcel No. 209-2-7.1

111. Wind Energy Lease for Construction of Wind Turbine Generators, as evidenced by a Memorandum of Lease for Construction of Wind Turbine Generators and Grant of Easements by and between Michael Szewil and Helen Szewil and Flat Rock Windpower LLC, dated February 5, 2005, and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00404.

Parcel No. _____

112. Development Easement and Agreement given by and between Michael Szewil and Flat Rock Windpower LLC dated February 5, 2005 and recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00405.

Martinsburg Parcel Nos. 241-1-19

Exhibit A

113. Deed given by William P. Enslow and Barbara MacDougall to Flat Rock Windpower LLC dated March 10, 2005 and recorded April 1, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01023.

Lowville Parcel Nos. 210-3-11

114. Deed given by Douglas A. LaQuay and Shannon M. LaQuay to Flat Rock Windpower LLC dated April 28, 2005 and recorded April 29, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01363.

Lowville Parcel Nos. 210-3-10

115. 34.5 kV Power Line Easement Agreement by and between Larry Wood and Diane Wood and Flat Rock Windpower LLC dated February 15, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00922, as amended by Amendment to 34.5 kV Easement Documents by and between Larry Wood and Diane Wood and Flat Rock Windpower LLC dated June 11, 2006, and recorded June 27, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02118.

Martinsburg Parcel No. 210-2-7

116. 34.5 kV Power Line Easement Agreement by and between Francis A. DeVito and Flat Rock Windpower LLC dated February 24, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00908.

Martinsburg Parcel No. 210-2-5.3

117. 34.5 kV Power Line Easement Agreement by and between Craig Fish and Nancy Fish and Flat Rock Windpower LLC dated February 8, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00906, as amended by an Amendment to 34.5 kV Easement Documents dated February 24, 2007 by and between Craig Fish and Nancy Fish and recorded June 27, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02109.

Martinsburg Parcel No. 210-2-19

118. 34.5 kV Power Line Easement Agreement by and between Bradley K. Gerhart, Brian Gerhart and Julie A. Bowser-Gerhart and Flat Rock Windpower LLC dated February 22, 2005 and recorded April 12, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01146, as amended by Amendment to 34.5 kV Easement Documents by and between Bradley K. Gerhart, Brian Gerhart and Julie A. Bowser-Gerhart dated December 1, 2007, and recorded April 15, 2008 in the Lewis County Clerk's Office as Instrument No. 200812158.

Martinsburg Parcel No. 210-2-18

Exhibit A

119. 34.5 kV Power Line Easement Agreement by and between Dennis R. Cook and Flat Rock Windpower LLC dated February 15, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00905.

Martinsburg Parcel 210-2-20

120. Development Easement and Agreement by and between Robert J. Marsh and Flat Rock Windpower LLC dated February 10, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00923.

Martinsburg Parcel No. 255-2-7

121. Development Easement and Agreement by and between Richard T. Tabolt and Flat Rock Windpower LLC dated April 6, 2005 and recorded May 6, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01439, as amended by First Amendment to Development and Easement Agreement dated August 5, 2005, by and between Richard T. Tabolt and Flat Rock Windpower LLC recorded August 22, 2005, in the Lewis County Clerk's Office as Instrument No. 2005-02719.

Martinsburg Parcel Nos. 225-1-7.1, 225-1-9

122. Development Easement and Agreement by and between Terrance J. Thisse, Jerome Thisse, Jonathan Thisse, Patrick Thisse and Timothy Thisse and Flat Rock Windpower LLC dated February 16, 2005 and recorded April 12, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01147.

Martinsburg Parcel No. 272-1-13

123. Development Easement and Agreement by and between Guy A. Herring, Sr., Guy A. Herring, Jr., Mark Isamoyer, John P. Queman, Gary Long, Richard Long and Walter O. Henke and Flat Rock Windpower LLC dated April 15, 2005 and recorded May 6, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-01438.

Harrisburg Parcel No. 191-2-7.1

Exhibit A

MAPLE RIDGE II (Phase 2)

124. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230 kV Power Line Easement Agreement by and between Ernest L. Rook and Rosemary Rook and Flat Rock Windpower LLC, a Delaware limited liability company dated December 11, 2002, and recorded December 12, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-02164, as modified by Easement Modification by and between Ernest L. Rook and Rosemary Rook and Flat Rock Windpower LLC and Flat Rock Windpower II LLC, dated February 4, 2005, recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00420.

Martinsburg Parcel No. 226-1-18

125. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230 kV Power Line Easement Agreement by and between William Matuszczak and Flat Rock Windpower LLC, a Delaware limited liability company dated October 30, 2002, and recorded November 14, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-1886, as amended by Easement Modification dated June 8, 2005 by and between Flat Rock Windpower LLC, Flat Rock Windpower II LLC and William B. Matuszczak, recorded December 7, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04328.

Martinsburg Parcel Nos. 226-1-19, 227-1-31

126. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230kV Power Line Easement Agreement, by and between William Matuszczak and Flat Rock Windpower LLC, a Delaware limited liability company dated October 30, 2002, and recorded March 18, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00830 and amended by Easement Modification by and between William B. Matuszczak and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated June 8, 2005, recorded on December 7, 2005, in the Lewis County Clerk's Office as Instrument No. 2005-04327.

Martinsburg Parcel No. 227-1-33.1

127. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230kV Power Line Easement Agreement, by and between Mr. Ronald F. Youngs and Mrs. Shirley A. Youngs and Flat Rock Windpower LLC, a Delaware limited liability company dated December 18, 2002, and recorded January 24, 2003 in the Lewis County Clerk's Office as Instrument No.2003-00221, as amended by Easement Modification by and between Ronald F. Youngs and Shirley A. Youngs and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated January 27, 2005, recorded February 16, 2005, in the Lewis County Clerk's Office as Instrument No. 2005-00532.

Martinsburg Parcel No. 227-1-22.1

128. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230 kV Power Line Easement Agreement dated November 15, 2001 by and between Mr. James

Exhibit A

Kenealy and Flat Rock Windpower LLC, a Delaware limited liability company dated November 15, 2001 and recorded December 21, 2001 in the Lewis County Clerk's Office in Book 689, Page 171, as amended by Amended and Restated 230 kV Easement Agreement by and between Lawrence V. Purvines, Jr and Rebecca J. Purvines and Flat Rock Windpower LLC and Flat Rock Windpower II LLC, dated July 20, 2004 and recorded July 28, 2004, in the Lewis County Clerk's Office as Instrument No. 2004-02400.

Martinsburg Parcel No. 227-1-23.12

129. Power Line Easement Agreement by and between Mr. James Kenealy and Flat Rock Windpower LLC, a Delaware limited liability company, evidenced by a Memorandum of Easement dated November 15, 2001 and recorded December 21, 2001 in the Lewis County Clerk's Office in Book 689, Page 171, as amended by 230 kV Easement Agreement by and between James Kenealy and Flat Rock Windpower LLC, dated December 12, 2002 and recorded December 12, 2002, in the Lewis County Clerk's Office as Instrument No. 2002-02166, and further amended by Easement Modification by and between James M. Kenealy and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated August 18, 2004, and recorded March 24, 2005, in the Lewis County Clerk's Office as Instrument No. 2005-00902.

Martinsburg Parcel No. 227-1-23.11, formerly part of 227-1-23.1

130. Power Line Easement by and between Mr. Mark A. Karelus and Flat Rock Windpower LLC, a Delaware limited liability company dated December 20, 2001, as evidenced by a Memorandum of Easement recorded December 20, 2001 in the Lewis County Clerk's Office in Book 689, Page 156, and 230 kV Power Line Easement Agreement by and between Mark A. Karelus and Flat Rock Windpower LLC as evidenced by Memorandum dated November 14, 2002 and recorded on December 12, 2002 in the Lewis County Clerk's Office, Instrument No. 2002-02162, as amended by Easement Modification by and between Mark A. Karelus and Flat Rock Windpower LLC and Flat Rock Windpower II LLC, dated August 3, 2004, and recorded August 14, 2004, in the Lewis County Clerk's Office as Instrument No. 2004-02647.

Martinsburg Parcel No. 227-1-14.1

131. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230 kV Power Line Easement Agreement by and between Aaron A. Widrick and Lauretta M. Widrick and Flat Rock Windpower LLC, a Delaware limited liability company dated January 14, 2003 and recorded January 24, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-00222, as amended by Easement Modification by and between Aaron A. Widrick and Laurette M. Widrick and Flat Rock Windpower LLC and Flat Rock Windpower II LLC, dated July 21, 2004, and recorded July 28, 2004, in the Lewis County Clerk's Office as Instrument No. 2004-02397 and re-recorded on December 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04422, as further amended by Amendment to 230kV Easement Documents by and between Flat Rock Windpower LLC, Flat Rock Windpower II LLC and Aaron A. Widrick and Laurette M. Widrick dated

Exhibit A

December 29, 2006, and recorded June 28, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02188.

Martinsburg Parcel No. 228-1-48.11

132. 230 kV Power Line Easement Agreement by and between Mr. Larry Virkler on behalf of V.S. Virkler and Son Inc. and Flat Rock Windpower LLC, a Delaware limited liability company, as evidenced by a Memorandum of 230 kV Power Line Easement Agreement dated January 21, 2003, and recorded January 24, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-00223, as amended by Easement Modification by and between S. Virkler & Son, Inc. and Flat Rock Windpower LLC and Flat Rock Windpower II LLC, dated July 22, 2004 and recorded August 17, 2004, in the Lewis County Clerk's Office as Instrument No. 2004-02646, as amended by Amendment to 230kV Easement Documents by and between Flat Rock Windpower LLC, Flat Rock Windpower II LLC and Joseph Virkler on behalf of V.S. Virkler and Son, Inc. dated June 15, 2007, and recorded June 28, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02186.

Martinsburg Parcel No. 228-1-44.12

133. 230 kV Power Line Easement Agreement by and between Mr. David Lum on behalf of the Lum Family Trust of Lowville, NY and Flat Rock Windpower LLC, a Delaware limited liability company, as evidenced by Memorandum of 230 kV Power Line Easement Agreement dated October 25, 2002, and recorded October 25, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-01636, as amended by Easement Modification by and between Steven P. Young and Heather K. Young and Flat Rock Windpower LLC and Flat Rock Windpower II LLC, dated October 18, 2004, and recorded February 16, 2005, in the Lewis County Clerk's Office as Instrument No. 2005-00535.

Martinsburg Parcel No. 228-01-43.11

134. 230 kV Power Line Easement Agreement by and between Dorothy Duflo and Flat Rock Windpower LLC, a Delaware limited liability company, as evidenced by a Memorandum of 230 kV Power Line Easement Agreement dated August 8, 2003, and recorded February 12, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-000472, as amended by Amended and Restated 230 kV Easement Agreement made by and between Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Dorothy W. Duflo, dated June 9, 2004 and recorded June 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01971.

Martinsburg Parcel No. 228-1-44.2

135. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of 230kV Power Line Easement Agreement by and between Marks Farms, a New York General Partnership and Flat Rock Windpower LLC, a Delaware limited liability company dated February 11, 2003 and recorded February 13, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-00464, as amended by Easement Modification by and between Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Marks Farms dated April 20, 2004 and recorded May 25, 2004 in the Lewis County Clerk's Office as Instrument No.

Exhibit A

2004-01624, as amended by Easement Second Modification by and between Marks Farm Partnership and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated March 3, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00913.

Martinsburg Parcel Nos. 228-1-31, 228-1-32, 229-1-14, 229-1-15, 229-1-16, 229-1-22 and 244-1-3.1

136. 230 kV Power Line Easement Agreement by and between Jacquelyn Peck and Flat Rock Windpower LLC, a Delaware limited liability company dated February 11, 2003 and recorded February 13, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-00461, as amended by Easement Modification by and between Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Jacquelyn F. Peck a/k/a Jacquelyn S. Peck dated April 20, 2004 and recorded May 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01623, as amended by Easement Second Modification by and between Jacquelyn F. Peck a/k/a Jacquelyn S. Peck and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated March 3, 2005 and recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00912.

Martinsburg Parcel Nos. 228-1-33.12 and 229-1-21.2

137. 230 kV Power Line Easement Agreement by and between Minette Eileen Thisse and Flat Rock Windpower LLC, a Delaware limited liability company dated May 12, 2004, and recorded May 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01614, as amended by Amendment to 230 kV Easement Documents by and between Flat Rock Windpower LLC, Flat Rock Windpower II LLC and Minette Eileen Thisse dated June 11, 2007, and recorded June 28, 2007, in the Lewis County Clerk's Office as Document No. 2007-02189..

Martinsburg Parcel No. 229-1-17

138. 230 kV Power Line Easement Agreement, as evidenced by Memorandum of Agreement by and between Mr. Rodney Angelovich and Flat Rock Windpower LLC, a Delaware limited liability company dated December 20, 2002, and recorded February 13, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-00462, as amended by Easement Modification by and between Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Rodney W. Angelovich dated July 21, 2004 and recorded July 28, 2004, in the Lewis County Clerk's Office as Instrument No. 2004-02401.

Watson Parcel Nos. 229-2-1.1, 229-2-31, 229-2-5.11 and 229-2-29

139. 230 kV Power Line Easement Agreement, as evidenced by a Memorandum of Agreement by and between Mr. Antonio Bracchi and Mrs. Anna Bracchi and Flat Rock Windpower LLC, a Delaware limited liability company dated November 15, 2002, evidenced by a Memorandum recorded December 12, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-01260, as amended by Easement Modification by and among Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Antonio Bracchi and Anna Bracchi dated April 13, 2004 and recorded May 25, 2004 in the Lewis County Clerk's

Exhibit A

Office as Instrument No. 2004-01621, and as amended by Easement Second Modification by and between Antonio Bracchi and Anna Bracchi and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated August 5, 2004 and recorded August 17, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-02648.

Watson Parcel No. 230-1-2.111

140. 230 kV Power Line Easement Agreement by and between Mrs. Mary Bonta and Flat Rock Windpower LLC, a Delaware limited liability company dated November 15, 2002, as evidenced by a Memorandum of Agreement recorded December 12, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-02163, as amended by Easement Modification by and among Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Mary Bonta dated April 14, 2004 and recorded May 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01622, and amended by Easement Second Modification by and between Mary Bonta and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated August 6, 2004 and recorded February 14, 2005, in the Lewis County Clerk's Office as Instrument No. 2005-00487.

Watson Parcel No. 230-1-2.3

141. 230 kV Power Line Easement Agreement by and between M. Joseph Suiter and Flat Rock Windpower LLC, a Delaware limited liability company dated November 6, 2002, as evidenced by a Memorandum of Agreement dated November 6, 2002 and recorded November 14, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-01885, as amended by Easement Modification by and between Flat Rock Windpower LLC and Flat Rock Windpower II LLC and Joseph L. Suiter dated June 18, 2004 and recorded June 25, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-01970.

Watson Parcel Nos. 230-1-5 and 230-1-8.2

142. 230 kV Power Line Easement Agreement by and between Denise A. Ablan and Flat Rock Windpower LLC, a Delaware limited liability company dated October 30, 2002, as evidenced by a Memorandum of Agreement recorded November 14, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-01887 and 230 kV Power Line Easement Agreement made by and between Ms. Denise Ablan and Flat Rock Windpower LLC as evidenced by a Memorandum of Agreement dated October 30, 2002 and recorded December 12, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-02161, as amended by Easement Modification by and between Denise L. Alban and Flat Rock Windpower LLC and Flat Rock Windpower II LLC dated July 27, 2004 and recorded August 17, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-02644.

Watson Parcel Nos. 230-1-10.1 and 230-1-8.11

143. 230 kV Power Line Easement Agreement by and between Mr. Loren B. Schneider and Flat Rock Windpower LLC, a Delaware limited liability company dated September 9, 2003 and recorded September 18, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-02981, as amended by Amended and Restated 230 kV Power Line Easement Agreement by and between Loren B. Schneider and Flat Rock Windpower LLC and Flat

Exhibit A

Rock Windpower II LLC dated December 16, 2004 and recorded February 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00483.

Watson Parcel No. 230-1-2.21

144. 34.5 kV Power Line Easement Agreement dated November 2, 2005 by and between Albert Barbarito and Flat Rock Windpower II LLC, recorded on November 2, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-03849.

Harrisburg Parcel No. 193-1-7

145. 34.5 kV Power Line Easement Agreement dated November 30, 2005 by and between Darrell R. Bellinger and Flat Rock Windpower II LLC, recorded on December 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04419.

Harrisburg Parcel No. 193-1-6

146. 34.5 kV Power Line Easement Agreement dated February 1, 2005 by and between Benjamin Beyer and Flat Rock Windpower II LLC, recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00926.

Martinsburg Parcel No. 226-1-25

147. 34.5 kV Power Line Easement Agreement dated February 1, 2005 by and between William J. Burke and Flat Rock Windpower II LLC, recorded February 9, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00403, re-recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00928, re-recorded December 7, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04330, re-recorded April 12, 2006 in the Lewis County Clerk's Office as Instrument No. 2006-01131, as amended by Amendment to 34.5 kV Easement Documents dated December 3, 2007 by and between William J. Burke and Patricia R. Burke and Flat Rock Windpower II LLC, recorded April 15, 2008 in the Lewis County Clerk's Office as Instrument No. 2008-001808, as amended by First Amendment to 34.5 kV Power Line Easement Agreement dated May 15, 2014 by and between William J. Burke and Patricia R. Burke and Flat Rock Windpower II LLC.

Lowville Parcel Nos. 210-3-5.1 and 210-3-6

148. 115 kV Power Line Easement Agreement dated May 21, 2004 by and between Thomas J. Freeman, Jr. and Flat Rock Windpower II LLC, as evidenced by a Memorandum recorded May 25, 2004 2004-01617, as amended by Amended and Restated Power Line Easement Agreement dated March 3, 2005 by and between Thomas J. Freeman, Jr. and Flat Rock Windpower II LLC, recorded March 24, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-00916, as Amended by an Amendment to 34.5 kV Easement Documents dated June 27, 2007, recorded June 28, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02193..

Martinsburg Parcel No. 226-1-24.1

Exhibit A

149. 34.5 kV Power Line Easement Agreement dated November 10, 2005 by and between Thomas B. Marriott and Flat Rock Windpower II LLC, recorded November 28, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04204.

Martinsburg Parcel Nos. 226-1-1.11, 226-1-1.3, and 226-1-4.1, and Lowville Parcel No. 211-1-26

150. 34.5 kV Power Line Easement Agreement dated August 5, 2005 by and between Richard T. Tabolt and Flat Rock Windpower II LLC, recorded August 22, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-02722.

Martinsburg Parcel No. 226-1-2.11

151. 34.5 kV Power Line Easement Agreement dated December 16, 2005 by and between Jay Melvin Weaver and Jane Weaver and Flat Rock Windpower II LLC, recorded September 21, 2005 in the Lewis County Clerk's Office as Instrument No. 2006-03109.

Harrisburg Parcel No. 193-1-5

152. Lease for Construction of Wind Turbine Generators dated April 10, 2002 by and between Darrell Bellinger and Flat Rock Windpower LLC, as evidenced by a Memorandum of Lease recorded July 17, 2002 in the Lewis County Clerk's Office as Instrument NO. 2002-00474, as amended by Amended and Restated Lease for Construction of Wind Turbine Generators dated November 30, 2005 by and between Darrell R. Bellinger and Flat Rock Windpower LLC, as evidenced by a Memorandum of Lease recorded December 14, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04418, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307, as amended by Amendment to Lease Documents dated September 21, 2010 by and between Darrell R. Bellinger and Flat Rock Windpower II LLC.

Harrisburg Parcel No. 193-1-6

153. Lease for Construction of Wind Turbine Generators dated March 26, 2003 by and between Mr. Stephen N. and Mrs. Evelyn C. Bernat and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded April 10, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-01017, as amended by Amended and Restated Lease for Construction of Wind Turbine Generators dated _____, 2005 by and between Stephen N. Bernat and Evelyn C. Bernat, as evidenced by Memorandum of Amended and Restated Lease dated November 15, 2005, recorded November 28, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04200, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307, as amended by Amendment to Lease Documents and Grant of Easements dated July 17, 2007 by and between Stephen N. Bernat and Evelyn C. Bernat, recorded July 30, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02551.

Exhibit A

Harrisburg Parcel Nos. 192-2-3, 176-1-11 and 175-2-7

154. Lease for Construction of Wind Turbine Generators dated April 1, 2003 by and between Mr. and Mrs. Bernard E. and Jane L. Berrus and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded April 10, 2003, in the Lewis County Clerk's Office as Instrument No. 2003-01019, as amended by Amended and Restated Lease for Construction of Wind Turbine Generators dated November 1, 2005 by and between Bernard E. Berrus and Jane L. Berrus and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease dated November 1, 2005, recorded November 28, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04191, as amended by First Amendment to Wind Energy Lease for Construction of Wind Turbine Generators and First Amendment to Memorandum of Wind Energy Lease for Construction of Wind Turbine Generators dated April 27, 2006, recorded July 18, 2006 in the Lewis County Clerk's Office as Instrument No. 2006-02305, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307.

Harrisburg Parcel Nos. 176-1-9, 176-1-8 and 192-2-4

155. Lease for Construction of Wind Turbine Generators dated _____, 2005 by and between William J. Burke and Patricia R. Burke and Flat Rock Windpower II LLC, as evidenced by Memorandum of Lease dated November 10, 2005, recorded November 28, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04201, as amended by Amendment to Lease Documents and Grant of Easements dated December 3, 2007, recorded April 15, 2008 in the Lewis County Clerk's Office as Instrument No. 2008-12158.

Lowville Parcel Nos. 210-3-6 and 210-3-7

156. Lease for Construction of Wind Turbine Generators dated October 1, 2003 by and between Michael Frazier and Marisa P. Benteli Frazier and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded March 22, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-00892, as amended by Amended and Restated Lease dated October 27, 2005 by and between Michael F. Frazier and Marisa Benteli Frazier, as evidenced by Memorandum of Amended and Restated Lease recorded November 28, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04195, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307.

Harrisburg Parcel Nos. 176-1-10, 192-2-5, 193-1-2, 192-2-12, 192-2-14, 192-2-13.1, 192-2-15.1, and 193-1-3.1

157. Lease for Construction of Wind Turbine Generators dated March 25, 2003, by and between Mrs. Helen K. Garvin and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded April 10, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-01123, as amended by Amended and Restated Lease for Construction of Wind Turbine Generators dated October 27, 2005 by and between Helen K. Garvin and Flat Rock

Exhibit A

Windpower LLC, as evidenced by Memorandum of Amended and Restated Lease recorded November 28, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04193, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307, as amended by Amendment to Lease Documents and Grant of Easements dated July 16, 2007, recorded July 30, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02562.

Harrisburg Parcel Nos. 192-2-5, 192-2-12, 192-2-14, 192-2-13.1, 192-2-15.1, 193-1-2 and 193-1-3.1

158. Lease for Construction of Wind Turbine Generators dated April 15, 2003 by and between Paul E. Long and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded June 13, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-01766, as amended by Amended and Restated Lease for Construction of Wind Turbine Generators dated October 25, 2005 by and between Paul E. Long and Flat Rock Wind Power LLC, as evidenced by Memorandum of Lease recorded November 28, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04196, as amended by First Amendment to Amended and Restated Lease for Construction of Wind Turbine Generators and First Amendment to Memorandum of Amended and Restated Lease for Construction of Wind Turbine Generators dated May 9, 2006, recorded July 18, 2006 in the Lewis County Clerk's Office as Instrument No. 2006-02304, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307, as amended by Amendment to Lease Documents dated July 16, 2007 by and between Paul E. Long and Flat Rock Windpower II LLC, recorded July 30, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02563.

Harrisburg Parcel No. 176-1-1

159. Wind Energy Lease for Construction of Wind Turbine Generators dated _____, 2005 by and between Thomas B. Marriott and Flat Rock Windpower II LLC, as evidenced by Memorandum of Lease recorded November 28, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04203.

Martinsburg Parcel Nos. 226-1-1.11, 226-1-4.1, 226-1-1.1. and 211-1-26

160. Lease for Construction of Wind Turbine Generators dated February 26, 2003 by and between Mr. Carl Sheldon, Jr. and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded June 13, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-01762, as amended by Amended and Restated Lease for Construction of Wind Turbine Generators dated _____, 2005 by and between Carl Sheldon, Jr. and Flat Rock Windpower LLC, as evidenced by Memorandum of Amended and Restated Lease dated October 27, 2005, recorded November 28, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04194, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated

Exhibit A

June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307.

Harrisburg Parcel Nos. 175-2-8, 175-1-13, and 192-1-3

161. Lease for Construction of Wind Turbine Generators dated April 10, 2003 by and between Mr. Kenneth Sweredoski, as evidenced by Memorandum of Lease recorded April 10, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-01024, as amended by Amended and Restated Lease for Construction of Wind Generators dated November 1, 2005 by and between Kenneth D. Sweredoski and Dawn Sweredoski, as evidenced by Memorandum of Amended and Restated Lease recorded November 28, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04190, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307.

Harrisburg Parcel No. 193-1-3.2

162. Lease for Construction of Wind Turbine Generators dated April 9, 2002 by and between Richard T. Tabolt and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded July 17, 2002 in the Lewis County Clerk's Office as Instrument NO. 2002-00475, as amended by Wind Energy Lease for Construction of Wind Turbine Generators dated August 5, 2005 by and between Richard T. Tabolt and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded August 22, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-02721, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307, as amended by Amendment to Lease Documents and Grant of Easements dated June 27, 2007 by and between Richard T. Tabolt And Flat Rock Windpower II LLC, recorded June 28, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02174.

Martinsburg Parcel No. 225-1-9

163. Lease for Construction of Wind Turbine Generators dated April 30, 2002 by and between Mr. Daniel C. and Mrs. Janey L. Murdie and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded July 31, 2002 in the Lewis County Clerk's Office as Instrument No. 2002-00619, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307.

Harrisburg Parcel No. 193-1-5

164. Lease for Construction of Wind Turbine Generators dated April 3, 2003, by and between Mr. and Mrs. Clarence and Beulah Widrick and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded April 10, 2003, in the Lewis County Clerk's Office as Instrument No. 2003-01018, as amended by Amended and Restated Lease for Construction

Exhibit A

of Wind Turbine Generators dated November 17, 2005, by and between Clarence R. Widrick and Beulah Y. Widrick, as evidenced by Memorandum of Amended and Restated Lease recorded December 7, 2005 in the Lewis County Clerk's Office as Instrument NO. 2005-04325, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307.

Harrisburg Parcel Nos. 175-1-9, 193-1-4, 193-2-1.1 and 192-2-7

165. Lease for Construction of Wind Turbine Generators dated April 23, 2003 by and between Harlan and Rebecca Widrick and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded June 13, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-01764, as amended by Amended and Restated Lease for Construction of Wind Turbine Generators dated November 1, 2005, as evidenced by Memorandum of Amended and Restated Lease recorded November 28, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04192, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307

Harrisburg Parcel No. 175-1-10

166. Lease for Construction of Wind Turbine Generators dated April 16, 2003 by and between Phillip Widrick and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded June 13, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-01765, as amended by Amended and Restated Lease for Construction of Wind Turbine Generators dated October 13, 2005 by and between Phillip Z. Widrick, as evidenced by Memorandum of Lease recorded November 28, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04197, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307, as amended by Amendment to Lease Documents dated June 27, 2007, recorded June 28, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-02177.

Harrisburg Parcel Nos. 175-1-11 and 175-1-12

167. Lease for Construction of Wind Turbine Generators dated November 14, 2003 by and between Steve Widrick and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded March 22, 2004 in the Lewis County Clerk's Office as Instrument No. 2004-00891, as amended by Amended and Restated Lease for Construction of Wind Turbine Generators dated November 10, 2005 by and between Steven W. Widrick and Elnora L. Widrick and Flat Rock Windpower LLC, as evidenced by memorandum of Lease recorded November 28, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04202, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307 as amended by

Exhibit A

Amendment to Lease Documents and Grant of Easements dated July 16, 2007, recorded July 30, 2007 in the Lewis County Clerk's Office as Instrument No.2007-02556.

Harrisburg Parcel No. 176-1-2

168. Lease for Construction of Wind Turbine Generators dated June 11, 2003 by and between Mr. Edward Yancey on behalf of the Yancey Family Trust and Flat Rock Windpower LLC, as evidenced by Memorandum of Lease recorded June 13, 2003 in the Lewis County Clerk's Office as Instrument No. 2003-01752, as amended by Amended and Restated lease for Construction of Wind Turbine Generators dated November 23, 2005 by and between The Yancey Family Trust: Edward C. Yancey, as Trustee, as evidenced by Memorandum of Amended and Restated Lease recorded December 7, 2005 in the Lewis County Clerk's Office as Instrument No. 2005-04323, as assigned by Flat Rock Windpower LLC to Flat Rock Windpower II LLC by that certain Assignment and Assumption Agreement dated June 26, 2006 and recorded July 18, 2006, in the Lewis County Clerk's Office as Instrument No. 2006-02307, as amended by First Amendment to Amended and restated Lease for Construction of Wind Turbine Generators and First Amendment to Memorandum of Amended and Restated Lease dated January 5, 2007, recorded February 21, 2007 in the Lewis County Clerk's Office as Instrument No. 2007-00572.

Harrisburg Parcel Nos. 193-1-1.1, 192-2-11, 192-2-8, 192-2-7, 192-2-6

Exhibit A

Maple Ridge - Tax Parcels

<u>Tax Map Number</u>	<u>Owner</u>	<u>Property Location</u>	<u>Town</u>	<u>School District</u>
<u>Town of Martinsburg</u>				
<i><u>Flat Rock 1 Tax Parcels</u></i>				
209.00-02-07.100-9	Flat Rock Windpower LLC	Echo Road	Martinsburg	Lowville CSD
209.00-02-09.000-9	Flat Rock Windpower LLC	Gardner Road	Martinsburg	Lowville CSD
209.00-02-13.110-9	Flat Rock Windpower LLC	Gardner Road	Martinsburg	Lowville CSD
210.00-02-04.000-9	Flat Rock Windpower LLC	Gardner Road	Martinsburg	Lowville CSD
210.00-02-05.100-9	Flat Rock Windpower LLC	Gardner Road	Martinsburg	Lowville CSD
210.00-02-06.000-9	Flat Rock Windpower LLC	Gardner Road	Martinsburg	Lowville CSD
210.00-02-08.100-9	Flat Rock Windpower LLC	Gardner Road	Martinsburg	Lowville CSD
210.00-02-10.000-9	Flat Rock Windpower LLC	Snyder Road	Martinsburg	Lowville CSD
225.00-01-05.000-9	Flat Rock Windpower LLC	Snyder Road	Martinsburg	Lowville CSD
225.00-01-06.000-9	Flat Rock Windpower LLC	Borkowski Road	Martinsburg	Lowville CSD
225.00-01-10.100-9	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
225.00-01-11.100-9	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
226.00-01-11.000-9	Flat Rock Windpower LLC	Rte 29	Martinsburg	Lowville CSD
226.00-01-17.100-9	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
226.00-01-24.100-8	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
226.00-01-24.100-9	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
226.00-01-25.000-9	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
226.00-01-27.211-9	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
226.00-01-27.212-9	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
226.00-01-27.220-9	Flat Rock Windpower LLC	Mike Road	Martinsburg	Lowville CSD
226.00-01-29.110-9	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
226.00-01-30.100-9	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
240.00-02-03.100-9	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
240.00-02-04.100-9	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
240.00-02-05.000-9	Flat Rock Windpower LLC	Flat Rock Road	Martinsburg	Lowville CSD
240.00-02-06.100-9	Flat Rock Windpower LLC	Flat Rock Road	Martinsburg	Lowville CSD
241.00-01-03.100-9	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
241.00-01-04.000-9	Flat Rock Windpower LLC	Rector Road	Martinsburg	Lowville CSD
241.00-01-06.200-9	Flat Rock Windpower LLC	Swernicki Road	Martinsburg	Lowville CSD
241.00-01-08.000-9	Flat Rock Windpower LLC	Swernicki Road	Martinsburg	Lowville CSD
241.00-01-09.112-9	Flat Rock Windpower LLC	Flat Rock Road	Martinsburg	Lowville CSD
241.00-01-11.100-9	Flat Rock Windpower LLC	Flat Rock Road	Martinsburg	Lowville CSD
241.00-01-13.000-9	Flat Rock Windpower LLC	Flat Rock Road	Martinsburg	Lowville CSD
241.00-01-14.100-9	Flat Rock Windpower LLC	Swernicki Road	Martinsburg	Lowville CSD
241.00-01-16.100-9	Flat Rock Windpower LLC	Flat Rock Road	Martinsburg	Lowville CSD
241.00-01-17.000-9	Flat Rock Windpower LLC	Flat Rock Road	Martinsburg	Lowville CSD
241.00-01-18.100-9	Flat Rock Windpower LLC	Flat Rock Road	Martinsburg	Lowville CSD
241.00-01-19.000-9	Flat Rock Windpower LLC	Flat Rock Road	Martinsburg	Lowville CSD
241.00-01-20.000-9	Flat Rock Windpower LLC	Centerville Road	Martinsburg	Lowville CSD
242.00-01-32.110-9	Flat Rock Windpower LLC	Keener Hill Road	Martinsburg	Lowville CSD
256.00-01-02.000-9	Flat Rock Windpower LLC	Centerville Road	Martinsburg	Lowville CSD
256.00-01-03.000-9	Flat Rock Windpower LLC	Centerville Road	Martinsburg	Lowville CSD
256.00-01-05.000-9	Flat Rock Windpower LLC	Centerville Road	Martinsburg	Lowville CSD
256.00-01-07.000-9	Flat Rock Windpower LLC	Centerville Road	Martinsburg	Lowville CSD
256.00-01-08.000-9	Flat Rock Windpower LLC	Centerville Road	Martinsburg	Lowville CSD
256.00-01-09.000-9	Flat Rock Windpower LLC	XRay Road	Martinsburg	Lowville CSD
257.00-01-01.100-9	Flat Rock Windpower LLC	Graves Road	Martinsburg	Lowville CSD

Exhibit A

<u>Tax Map Number</u>	<u>Owner</u>	<u>Property Location</u>	<u>Town</u>	<u>School District</u>
257.00-01-02.120-9	Flat Rock Windpower LLC	Victor Road	Martinsburg	Lowville CSD
257.00-01-18.110-9	Flat Rock Windpower LLC	Corrigan Hill Road	Martinsburg	Lowville CSD
257.00-01-22.111-9	Flat Rock Windpower LLC	Graves Road	Martinsburg	Lowville CSD
257.00-01-22.120-9	Flat Rock Windpower LLC	Graves Road	Martinsburg	Lowville CSD
271.00-01-07.100-9	Flat Rock Windpower LLC	Maple Ridge Road	Martinsburg	Lowville CSD
271.00-01-09.000-9	Flat Rock Windpower LLC	French Road	Martinsburg	Lowville CSD
271.00-01-11.100-9	Flat Rock Windpower LLC	Yankee Road	Martinsburg	Lowville CSD
271.00-01-13.000-9	Flat Rock Windpower LLC	Maple Ridge Road	Martinsburg	Lowville CSD
272.00-01-01.000-9	Flat Rock Windpower LLC	Fikes & Graves Roads	Martinsburg	Lowville CSD
272.00-01-04.000-9	Flat Rock Windpower LLC	Corrigan Hill Road	Martinsburg	Lowville CSD
272.00-01-14.100-9	Flat Rock Windpower LLC	Graves Road	Martinsburg	Lowville CSD
272.00-01-15.000-9	Flat Rock Windpower LLC	Graves Road	Martinsburg	Lowville CSD
640.000-9999-135.000-1030	Flat Rock Windpower LLC	Martinsburg	Martinsburg	South Lewis CSD
640.000-9999-135.000-1037	Flat Rock Windpower LLC	Martinsburg	Martinsburg	Lowville CSD

Flat Rock 2 Tax Parcels

225.00-01-09.000-9	Flat Rock Windpower II LLC	Borkowski Road	Martinsburg	Lowville CSD
226.00-01-01.110-9	Flat Rock Windpower II LLC	Gardner Road	Martinsburg	Lowville CSD
226.00-01-04.100-9	Flat Rock Windpower II LLC	Gardner Road	Martinsburg	Lowville CSD

Town of Harrisburg

Flat Rock 1 Tax Parcels

174.00-02-06.000-9	Flat Rock Windpower LLC	Cobb Road	Harrisburg	Copenhagen CSD
191.00-02-01.200-9	Flat Rock Windpower LLC	Rte 25	Harrisburg	Lowville CSD
191.00-02-05.000-9	Flat Rock Windpower LLC	Cobb Road	Harrisburg	Copenhagen CSD
191.00-02-06.000-9	Flat Rock Windpower LLC	Rte 25	Harrisburg	Lowville CSD
191.00-02-07.400-9	Flat Rock Windpower LLC	Rte 177	Harrisburg	Lowville CSD
191.00-02-09.000-9	Flat Rock Windpower LLC	Rte 177	Harrisburg	Lowville CSD
191.00-02-13.000-9	Flat Rock Windpower LLC	Rte 177	Harrisburg	Lowville CSD
192.00-01-05.000-9	Flat Rock Windpower LLC	Sweet Road	Harrisburg	Copenhagen CSD
192.00-01-08.000-9	Flat Rock Windpower LLC	Sweet Road	Harrisburg	Lowville CSD
192.00-01-10.200-9	Flat Rock Windpower LLC	Rte 177	Harrisburg	Lowville CSD
192.00-02-19.110-9	Flat Rock Windpower LLC	Rte 177	Harrisburg	Lowville CSD
192.00-03-06.120-9	Flat Rock Windpower LLC	Rte 177	Harrisburg	Lowville CSD
192.00-04-13.200-9	Flat Rock Windpower LLC	Rte 177	Harrisburg	Lowville CSD
193.00-01-07.100-9	Flat Rock Windpower LLC	Alpha Road	Harrisburg	Lowville CSD
193.00-01-09.400-9	Flat Rock Windpower LLC	Rte 177	Harrisburg	Lowville CSD
209.00-01-06.000-9	Flat Rock Windpower LLC	Boshart Road	Harrisburg	Lowville CSD
209.00-01-07.112-9	Flat Rock Windpower LLC	Boshart Road	Harrisburg	Lowville CSD
209.00-01-12.100-9	Flat Rock Windpower LLC	Boshart Road	Harrisburg	Lowville CSD
209.00-01-19.111-9	Flat Rock Windpower LLC	Boshart Road	Harrisburg	Lowville CSD
210.00-01-01.000-9	Flat Rock Windpower LLC	Boshart Road	Harrisburg	Lowville CSD
210.00-01-02.000-9	Flat Rock Windpower LLC	Boshart Road	Harrisburg	Lowville CSD
210.00-01-09.100-9	Flat Rock Windpower LLC	Maclane Road	Harrisburg	Lowville CSD

Flat Rock 2 Tax Parcels

175.00-01-09.100-9	Flat Rock Windpower II LLC	Rte 25	Harrisburg	Copenhagen CSD
175.00-01-10.000-9	Flat Rock Windpower II LLC	Cottonwood Lane	Harrisburg	Lowville CSD
175.00-01-11.000-9	Flat Rock Windpower II LLC	Widener Road	Harrisburg	Copenhagen CSD
175.00-01-12.000-9	Flat Rock Windpower II LLC	North Road	Harrisburg	Copenhagen CSD
175.00-01-13.000-9	Flat Rock Windpower II LLC	North Road	Harrisburg	Copenhagen CSD
175.00-02-07.000-9	Flat Rock Windpower II LLC	O'Brien Road	Harrisburg	Lowville CSD

Exhibit A

<u>Tax Map Number</u>	<u>Owner</u>	<u>Property Location</u>	<u>Town</u>	<u>School District</u>
175.00-02-08.000-9	Flat Rock Windpower II LLC	North Road	Harrisburg	Copenhagen CSD
175.00-02-09.000-9	Flat Rock Windpower II LLC	North Road	Harrisburg	Copenhagen CSD
176.00-01-01.000-9	Flat Rock Windpower II LLC	O'Brien Road	Harrisburg	Lowville CSD
176.00-01-02.000-9	Flat Rock Windpower II LLC	O'Brien Road	Harrisburg	Lowville CSD
176.00-01-08.000-9	Flat Rock Windpower II LLC	O'Brien Road	Harrisburg	Lowville CSD
176.00-01-09.000-9	Flat Rock Windpower II LLC	O'Brien Road	Harrisburg	Lowville CSD
176.00-01-10.200-9	Flat Rock Windpower II LLC	O'Brien Road	Harrisburg	Lowville CSD
176.00-01-11.000-9	Flat Rock Windpower II LLC	O'Brien Road	Harrisburg	Lowville CSD
192.00-02-02.000-9	Flat Rock Windpower II LLC	North Road	Harrisburg	Copenhagen CSD
192.00-02-03.000-9	Flat Rock Windpower II LLC	Porter Road	Harrisburg	Lowville CSD
192.00-02-05.000-9	Flat Rock Windpower II LLC	Porter Road	Harrisburg	Lowville CSD
192.00-02-06.000-9	Flat Rock Windpower II LLC	Porter Road	Harrisburg	Lowville CSD
192.00-02-07.000-9	Flat Rock Windpower II LLC	Lawrence Road	Harrisburg	Lowville CSD
192.00-02-08.000-9	Flat Rock Windpower II LLC	Rte 177	Harrisburg	Lowville CSD
192.00-02-11.000-9	Flat Rock Windpower II LLC	Rte 177	Harrisburg	Lowville CSD
192.00-02-12.000-9	Flat Rock Windpower II LLC	Rte 177	Harrisburg	Lowville CSD
192.00-02-14.000-9	Flat Rock Windpower II LLC	Rte 177	Harrisburg	Lowville CSD
193.00-01-01.110-9	Flat Rock Windpower II LLC	Yancey Road	Harrisburg	Lowville CSD
193.00-01-03.100-9	Flat Rock Windpower II LLC	Porter Road	Harrisburg	Lowville CSD
193.00-01-03.200-9	Flat Rock Windpower II LLC	Nefsey Road	Harrisburg	Lowville CSD
193.00-01-04.000-9	Flat Rock Windpower II LLC	Nefsey Road	Harrisburg	Lowville CSD
193.00-01-05.000-9	Flat Rock Windpower II LLC	Rte 177	Harrisburg	Lowville CSD
193.00-01-06.200-9	Flat Rock Windpower II LLC	Rte 177	Harrisburg	Lowville CSD

Town of Lowville

Flat Rock 1 Tax Parcels

210.00-03-05.100-1	Flat Rock Windpower LLC	Rte 177	Lowville	Lowville CSD
210.00-03-05.100-7	Flat Rock Windpower LLC	Eagle Factory Road	Lowville	Lowville CSD
210.00-03-03.000-9	Flat Rock Windpower LLC	Eagle Factory Road	Lowville	Lowville CSD
210.00-03-05.100-9	Flat Rock Windpower LLC	Rte 177	Lowville	Lowville CSD
210.00-03-08.000-9	Flat Rock Windpower LLC	Rte 177	Lowville	Lowville CSD
210.00-03-12.120-9	Flat Rock Windpower LLC	Gardner	Lowville	Lowville CSD

Flat Rock 2 Tax Parcels

193.00-02-06.100-9	Flat Rock Windpower II LLC	Rte 177	Lowville	Lowville CSD
210.00-03-07.000-9	Flat Rock Windpower II LLC	Rte 177	Lowville	Lowville CSD
211.00-01-26.000-9	Flat Rock Windpower II LLC	Gardner	Lowville	Lowville CSD

Town of Watson

Flat Rock 1 Tax Parcels

230.00-01-11.200	Flat Rock Windpower LLC	Wetmore Road	Watson	Lowville CSD
652.000-9999-135.000-1040	Flat Rock Windpower LLC	Chases Lake	Watson	South Lewis CSD
652.000-9999-135.000-1047	Flat Rock Windpower LLC	Chases Lake	Watson	Lowville CSD

Flat Rock 2 Tax Parcels

None

EXHIBIT B

CALCULATION OF VARIABLE PAYMENTS

Calculation of Market Price Trigger and the Variable Payment for the Market Portion:

- Step 1: For each hour of the involved calendar year, multiply the actual production of the Market Portion (measured in MWh) by the corresponding hourly NYISO Zone E real-time LBMP price for Energy (the “**Hourly Market Revenue**”).
- Step 2: Sum up the Hourly Market Revenue for the calendar year (“**Annual Market Revenue**”).
- Step 3: Divide Annual Market Revenue by the total actual annual production of the Market Portion (measured in MWh) to arrive at the weighted average annual real-time Energy price for the Market Portion (the “**Market Price Trigger**”).
- Step 4: If the Market Price Trigger for the calendar year is greater than \$50 per MWh, a Variable Payment in the amount of \$500,000, multiplied by the percentage of the Installed Capacity of the Project Facility that is represented by the Market Portion, shall be owed for that calendar year. If the Market Price Trigger for the calendar year is greater than \$60 per MWh, an additional Variable Payment in the amount of \$500,000, multiplied by the percentage of the Installed Capacity of the Project Facility that is represented by the Market Portion, shall be owed for that calendar year. If the Market Price Trigger for the calendar year is greater than \$70 per MWh, an additional Variable Payment in the amount of \$500,000, multiplied by the percentage of the Installed Capacity of the Project Facility that is represented by the Market Portion, shall be owed for that calendar year.

Calculation of PPA Price Trigger and the Variable Payment for the PPA Portion:

- Step 1: For each hour of the involved calendar year, multiply the actual production of the PPA Portion (measured in MWh) by the corresponding hourly PPA price for Energy (the “**Hourly PPA Revenue**”).
- Step 2: Sum up the Hourly PPA Revenue for the calendar year (“**Annual PPA Revenue**”).
- Step 3: Divide Annual PPA Revenue by the total actual annual production of the PPA Portion (measured in MWh) to arrive at the weighted average contract price for the PPA Portion (the “**PPA Price Trigger**”).
- Step 4: If the PPA Price Trigger for the calendar year is greater than \$50 per MWh, a Variable Payment in the amount of \$500,000, multiplied by the percentage of the Installed Capacity of the Project Facility that is represented by the PPA Portion, shall be owed for that calendar year. If the PPA Price Trigger for the calendar year is greater than \$60 per MWh, an additional Variable Payment in the amount of \$500,000, multiplied by the

percentage of the Installed Capacity of the Project Facility that is represented by the PPA Portion, shall be owed for that calendar year. If the PPA Price Trigger for the calendar year is greater than \$70 per MWh, an additional Variable Payment in the amount of \$500,000, multiplied by the percentage of the Installed Capacity of the Project Facility that is represented by the PPA Portion, shall be owed for that calendar year.

EXHIBIT C

FORM OF INSTALLED CAPACITY CERTIFICATION

[Date]

County of Lewis Industrial Development Agency
7642 North State Street
Lowville, New York 13367
Attention: Executive Director

County of Lewis
7660 North State Street
Lowville, New York 13367
Attention: County Treasurer

Re: Maple Ridge Wind Project – Installed Capacity Certification.

Pursuant to Section 4.1 of a certain payment in lieu of tax agreement dated as of September 1, 2019 (the “**PILOT Agreement**”) by and between the Lewis County Industrial Development Agency (the “**Agency**”) and Flat Rock Windpower LLC and Flat Rock Windpower II LLC (together, the “**Company**”), the Company hereby certifies that as of the date above, the Maple Ridge wind-powered electric generating facility (the “**Project**”) has an installed nameplate electric generating capability (“**Installed Capacity**”), measured in megawatts (“**MW**”), of ___ MW.

Flat Rock Windpower LLC
Flat Rock Windpower II LLC

By: _____
Name:
Title:

EXHIBIT D

ASSESSED VALUES FOR SPECIAL DISTRICT TAX PURPOSES

Non-Turbine Tax Parcels:

For each assessment roll during the Term, commencing with the 2020 assessment roll, the full value assessment (to be adjusted for any changes in equalization rates) of the following tax parcels shall be no greater than the values set forth below:

Tax Map Number	Town	School District	Full Value Assessment
226.00-01-24.100-8	Martinsburg	Lowville CSD	\$ 5,033,200
640.000-9999-135.000-1030	Martinsburg	South Lewis CSD	\$ 1,363,200
640.000-9999-135.000-1037	Martinsburg	Lowville CSD	\$ 2,053,400
210.00-03-05.100-1	Lowville	Lowville CSD	\$ 114,600
210.00-03-05.100-7	Lowville	Lowville CSD	\$ 874,800
230.00-01-11.200	Watson	Lowville CSD	\$ 48,000
652.000-9999-135.000-1040	Watson	South Lewis CSD	\$ 341,000
652.000-9999-135.000-1047	Watson	Lowville CSD	\$ 834,800

Turbine Tax Parcels:

For each assessment roll during the Term, commencing with the 2020 assessment roll, the full value assessment (to be adjusted for any changes in equalization rates) of all Project-related tax parcels upon which a wind turbine generator is located in Martinsburg, Harrisburg, and Lowville shall be established in an amount equal to the product of the number of turbines located on each such tax parcel and the full value assessment per turbine set forth below.

Assessment Roll Year	Full Value Assessment per Turbine
2020	\$ 910,000
2021	\$ 770,000
2022 - 2024	\$ 520,000
2025 - 2031	\$ 380,000

EXHIBIT E

ALLOCATION OF PILOT PAYMENTS

The Tax Jurisdictions have agreed to allocate PILOT Payments in the same proportion as the allocation of the January 2019 PILOT payment amount invoiced by the County Treasurer pursuant to the Amended Current PILOT, which allocation percentages are set forth below. The County Treasurer shall allocate each PILOT Payment under this Agreement in the percentages set forth below unless otherwise directed by the Tax Jurisdictions.

<u>Tax Jurisdiction</u>	<u>January 2019 PILOT Payment under Amended Current PILOT</u>	<u>Percentage Share</u>
Harrisburg	762,369.12	10.8910%
Lowville	141,534.71	2.0219%
Martinsburg	898,102.14	12.8300%
County	1,886,035.58	26.9434%
Copenhagen CSD	184,879.07	2.6411%
Lowville CSD	3,088,352.01	44.1193%
South Lewis CSD	17,120.21	0.2446%
Watson	21,607.16	0.3087%
Total	7,000,000.00	100.0000%