

## **Appendix B: Memoranda of Lease**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder's Use Only)

### MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT (this "*Memorandum*") is made and entered into to be effective as of March 17, 2016, by and between Kenneth M. Van Volkenburg and Audrey C. Van Volkenburg, as husband and wife, ("*Seller*"), and Ball Hill Wind Energy, LLC ("*Buyer*").

1. **Agreement.** For the term of and upon the provisions set forth in that Option Agreement of even date herewith between Seller and Buyer (the "*Option Agreement*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Seller hereby grants to Buyer the option to purchase the Premises, lying and being in Hanover, Chautauqua County, New York, described in Exhibit A, attached hereto (the "*Premises*"); and Buyer and Seller desire to give notice to third parties of the Option Agreement.

2. **Term.** The initial term of the Option Agreement is seven (7) years, and may be extended for up to two (2) additional two (2) year periods at Buyer's option.

3. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Option Agreement and in no way modifies the express provisions of the Option Agreement. This Memorandum shall continue to constitute notice of the Option Agreement, even if the Option Agreement is subsequently amended.

4. **Successors and Assigns.** Seller and Buyer intend that the covenants, conditions and restrictions contained in the Option Agreement shall be both personal to Seller and Buyer and binding on their successors and assigns during the Option Term. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

5. **Counterparts.** This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Memorandum may be transmitted via facsimile or other similar electronic means and a signature of the undersigned transmitted via such means shall be

deemed an original signature for all purposes and have the same force and effect as a manually-signed original.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF this Memorandum of Option Agreement has been executed to be effective as of the date first written above.

<p><u>WITNESSES:</u></p> <p> _____ <u>Print Name:</u> Andrew Hawkes</p> <p> _____ <u>Print Name:</u> Andrew Hawkes</p>	<p><u>SELLER:</u></p> <p> _____ Kenneth M. Van Volkenburg</p> <p> _____ Audrey C. Van Volkenburg</p>
<p><u>WITNESSES:</u></p> <p> _____ <u>Print Name:</u> Stephanie Bullock</p> <p> _____ <u>Print Name:</u> MARIA M. RICH</p>	<p><u>BUYER:</u></p> <p>Ball Hill Wind Energy, LLC, a Delaware limited liability company</p> <p>By: RES America Developments Inc., its Manager</p> <p>By:  _____ Name: Brian Evans Title: President</p>

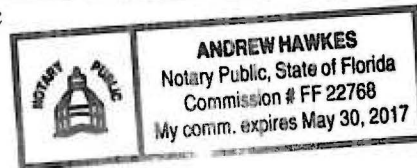
NOTARY ACKNOWLEDGEMENTS

STATE OF Florida )  
 )  
COUNTY OF Osceola )

On the 18<sup>th</sup> day of May in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Kenneth M. Van Volkenburg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

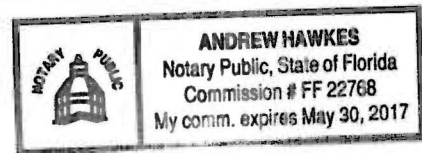


STATE OF Florida )  
 )  
COUNTY OF Osceola )

On the 18<sup>th</sup> day of May in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Audrey C. Van Volkenburg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

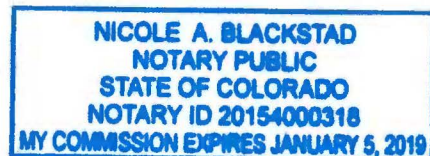


STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 4 day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public



Memorandum

Ack-1

**EXHIBIT A TO MEMORANDUM OF OPTION AGREEMENT**  
(Legal Description of the Property)

***ALL THAT TRACT OR PARCEL OF LAND***, situate in the Town of Hanover, County of Chautauqua and State of New York, being part of Lot No. 42, Township 6, Range 10 of the Holland Land Company's survey, bounded and described as follows:

Beginning in the centerline of New York State Route 39 (also known as Lodi Street) as now laid out and occupied (66 feet wide) at the point located 1900.5 feet northwesterly along said centerline of Route 39 from the intersection thereof with the centerline of Empire Road (49.5 feet wide) as now laid out and occupied; thence continuing northwesterly a distance of 377.4 feet along said centerline of Route 39 to the intersection thereof with the west line of Lot 42; thence northerly at an interior angle of  $113^{\circ}-04'$  a distance of 1142.6 feet along said west line of Lot 42 to a point in the centerline of existing pavement in Hopper Road, and passing through an iron pin located 35.9 feet northerly along the last described course from said centerline of Route 39, and passing through an existing iron pin located 26.3 feet southerly along the last described course from said centerline of Hopper Road; thence easterly at an interior angle of  $89^{\circ}-37'$  a distance of 352.5 feet along said northerly line of lands conveyed to Kreitner by deed recorded in Liber 1418 of Deeds at Page 325 in the office of the Chautauqua County Clerk to an iron pin, and passing through an iron pin located 57.5 feet easterly along the last described course from said centerline of Hopper road; thence southerly at an interior angle of  $90^{\circ}-09'$  a distance of 1288.1 feet through said Kreitner lands to the point or place of beginning, and passing through an iron pin located 35.8 feet northerly along the last described course from said centerline of Route 39, and containing 9.8 acres of land more or less.

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
Attn: Legal Department  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of July 29, 2016, by and between Michael E. Weaver and Becky A. Weaver ("**Landlord**") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on JULY 29, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signatures appear on following page]*



IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Michael E. Weaver

Name: Michael E. Weaver


By: Becky A. Weaver

Name: Becky A. Weaver

TENANT:

Ball Hill Wind Energy, LLC,  
a Delaware limited liability company

By: RES America Developments Inc.,  
a Delaware corporation,  
its Manager

By: 

Name: PETER ROOD

Title: REGIONAL VICE PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 26<sup>th</sup> day of July in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Michael E. Weaver, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public  
**KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 26<sup>th</sup> day of July in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Becky A. Weaver, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public  
**KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF MINNESOTA )  
 )  
COUNTY OF HENNEPIN )

On the 29<sup>th</sup> day of JULY in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared PETER ROOD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



H. Granger  
Notary Public

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

All that Tract or Parcel of Land,

situate in the Town of Hanover, County of Chautauqua and State of New York, being part of Lot No.33 in the 6th township and 10th range of the Holland Land Company's Survey, bounded as follows:

COMMENCING in the center of the highway leading from Forestville to Nashville at the northeast corner of a parcel of land formerly owned by Altherton Rockwell; thence east along the center of said road 16 rods; thence south bounded by land owned by Charles Rockwell 200 rods; thence west 16 rods; thence north parallel to the east line of same, 200 rods to the place of beginning, containing 20 acres more or less.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua and State of New York, being part of Lot No. 33, town 6, range 10 of the Holland Land Company's Survey, commencing at the northeast corner of the premises conveyed above, thence easterly and along the center line of the Forestville-Nashville Road 61.0 feet; thence south at an interior angle of 90 degrees, 580 feet to a point; thence west at an interior angle of 90 degrees, 61.0 feet to a point; thence north 580.0 feet to the point or place of beginning of the reserved parcel.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: DE2016001696

Receipt#: 201606152109

Clerk: AH

Rec Date: 02/23/2016 01:46:22 PM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 6

Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: ANTHONY MILES E SR

Party2: BALL HILL WIND ENERGY LLC

Town: HANOVER

Recording:

Cover Page	5.00
Recording Fee	45.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 75.00

Transfer Tax	
Transfer Tax	4.00

Sub Total: 4.00

Total: 79.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016002606  
 Consideration: 580.00

Transfer Tax	4.00
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Total: 4.00

Record and Return To:

RES AMERICIAS INC  
11101 W 120TH AVE SUITE 400  
BROOMFIELD CO 88021

WARNING\*\*\*

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

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

Larry Barmore  
Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of December 8, 2015, by and between Miles E. Anthony Sr. and Susan Anthony, as husband and wife ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on December 8, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Miles E. Anthony Sr.  
Name: Miles E. Anthony Sr.

By: Susan Anthony  
Name: Susan Anthony

TENANT:

**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:

Name:

Title:

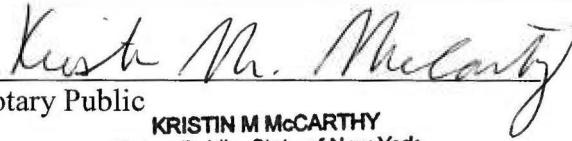


Rob Morgan

CHIEF STRATEGY OFFICER

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 29<sup>th</sup> day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Miles E. Anthony Sr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

**KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 29<sup>th</sup> day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Susan Anthony, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

**KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 31<sup>th</sup> day of December in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared David Ross Morgan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua and State of New York, known as part of Lot No. 46, in the 6<sup>th</sup> Township and 10<sup>th</sup> Range according to the Holland Land Company's Survey and bounded and described as follows: Beginning at a point in the west line of said Lot No. 46 at the distance of 9 chains 75 links north from the southwest corner of said lot; thence north along the west line of said lot, about 10 chains 42 links to a stake in said west bounds of said lot; thence south 86° east 44 chains 85 links to a stake; thence south 21° west 1 chain to a stake; thence south 74° 30' east 4 chains 73 links to a stake set on top of the bank of the Gulf; thence south 74° 30' east to the creek in the Gulf; thence southerly and along the creek in the Gulf to a point which is perpendicularly north 9 chains 75 links from the south line of Lot No. 46; thence west and parallel with the south line of said lot, 44 chains to the place of beginning, containing 43 ½ acres of land.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town, County and State aforesaid and being part of Lot 54 in the 6<sup>th</sup> Township and 10<sup>th</sup> Range of the Holland Land Company's Survey, bounded and described as follows: Commencing at the southwest corner of land owned by Stephen L. Mead and running west 13 chains 11 links; thence north 13 chains; thence east 13 chains 11 links; thence south 13 chains to the place of beginning, containing 17 acres and 6 rods, be the same more or less.

Being the same premises conveyed by Stephen L. Mead to Phillip H. Mead by warranty deed dated April 11, 1913, and recorded in the office of the County Clerk of Chautauqua on October 6, 1913, in Liber 393 of Deeds at page 420.

### EXCEPTING AND RESERVING

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua and State of New York, being part of Lot 46 in Township 6 and Range 10 of the Holland Land Company's survey, and more particularly described as follows:

BEGINNING in the centerline of Dennison Road (66 feet wide) as now laid out and occupied at the point located 1063.9 feet northeasterly along said centerline of Dennison Road from the intersection thereof with the south line of Lot 46; thence continuing northeasterly along said centerline of Dennison Road following a regular curve to the left a chord distance of 150 feet to a point; thence easterly at an interior angle of 102 degrees 54 minutes when measured from said chord a distance of 580 feet through lands conveyed from Scott to Mead by deed recorded in Liber 115 of Deeds at Page 306 in the office of the Chautauqua County Clerk to an iron pin, and passing through an iron pin located 33.4 feet easterly along the last described course from said centerline of Dennison Road; thence southerly at an interior angle of 90 degrees 00 minutes a distance of 146.2 feet through said Mead lands to an iron pin; thence westerly at an interior angle of 90 degrees 00 minutes a distance of 613.5 feet through said Mead lands to the point or place of beginning, and passing through an iron pin located 34.5 feet easterly along the last described course from said centerline of Dennison Road, and containing 2 acres of land more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015006563  
 Receipt#: 201506145520  
 Clerk: AH  
 Rec Date: 11/12/2015 10:21:02 AM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: BOCK JAMES M  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: HANOVER

Recording:  
 Cover Page 5.00  
 Recording Fee 45.00  
 Cultural Ed 14.25  
 Records Management - Coun 1.00  
 Records Management - Stat 4.75  
 TP584 5.00

Sub Total: 75.00

Transfer Tax  
 Transfer Tax 4.00

Sub Total: 4.00

Total: 79.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016001444  
 Consideration: 940.00

Transfer Tax 4.00

Total: 4.00

Record and Return To:

RES AMERICIAS INC  
 11101 W 120TH AVE SUITE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

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

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

Larry Barmore  
 Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of October 1<sup>st</sup>, 2015, by and between James M. Bock ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on October 1<sup>st</sup> 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: 

Name: James M. Bock

SPOUSAL CONSENT:

By: 

Name: Cathey M. Bock

TENANT:

**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By: 

Name: BRIAN EVANS

Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 4<sup>th</sup> day of October in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared James M. Bock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 4<sup>th</sup> day of October in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Cathey M. Bock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 13<sup>th</sup> day of October in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Nicole A. Blackstad  
Notary Public

NICOLE A. BLACKSTAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019

## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

*and assigns forever, all* THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua and State of New York, being part of Lot 17, Township 6 and Range 10 of the Holland Land Company's Survey and more particularly bounded and described as follows: BEGINNING at a point in the northwest corner of said Lot No. 17; thence easterly along the north line of said Lot No. 17, 62 chains and 4 links to the northeast corner of said Lot No. 17; thence south along the east bounds of said Lot No. 17, 16 chains and 15 links to the southeast corner of land conveyed to Albert Heier and May Heier, his wife, by Milton W. Smith and Addie B. Smith, his wife, by warranty deed dated April 1, 1919 and recorded in the Chautauqua County Clerk's Office in liber 452 of deeds at page 177; thence west along the south bounds of land so conveyed to Albert Heier and May Heier, his wife, by the deed hereinabove referred to, 62 chains and 13 links to the west bounds of said Lot No. 17 and being the southwest corner of land so conveyed to Albert Heier and May Heier, his wife, by the deed hereinabove referred to; thence north along the west bounds of said Lot No. 17, 16 chains and 12 links to the place of beginning, containing 100 acres of land be the same more or less. Being the same premises conveyed by 2 separate deeds, namely as follows: Warranty Deed dated March 17, 1910 made and executed by Milton W. Smith and Addie B. Smith to Albert H. Heier and recorded in the Chautauqua County Clerk's Office in liber 257 of deeds at page 118 and Warranty Deed dated April 1, 1919 made and executed by Milton W. Smith and Addie B. Smith, his wife, to Albert Heier and May Heier, his wife, and recorded in the Chautauqua County Clerk's Office in liber 452 of deeds at page 177. The said Albert H. Heier one of the grantors herein being the same person named as grantee in the deed first hereinabove referred to and also one of the grantees in the deed second hereinabove referred to.

EXCEPTING AND RESERVING, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua and State of New York, being part of Lot No. 17, Township 6, Range 10 of the Holland Land Company's survey, bounded and described as follows: BEGINNING at a point in the center line of Hanover Road in the north line of Lot No. 17; thence southeasterly along the center line of Hanover Road a distance of 541.20 feet; thence east on a line parallel with the north line of Lot No. 17 a distance of 415.00 feet to a stake; thence northeasterly on a line making an interior angle with the last described line of 93°19' a distance of 518.70 feet to a stake on the north line of Lot No. 17; thence west along the north line of Lot No. 17, a distance of 603.35 feet to the center line of Hanover Road at the place of beginning, containing 6.05 acres of land, be the same more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: DE2016003131

Receipt#: 201606158303  
Clerk: AH  
Rec Date: 05/19/2016 08:47:59 AM  
Doc Grp: D  
Descrip: MEMO OF LEASE  
Num Pgs: 6  
Rec'd Frm: RES AMERICA

Party1: BOWMAN STEVEN J  
Party2: BALL HILL WIND ENERGY LLC  
Town: HANOVER

Recording:

Cover Page 5.00  
Recording Fee 45.00  
Cultural Ed 14.25  
Records Management - Coun 1.00  
Records Management - Stat 4.75  
TP584 5.00

Sub Total: 75.00

Transfer Tax  
Transfer Tax 28.00

Sub Total: 28.00

Total: 103.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: TT2016003681  
Consideration: 7000.00

Transfer Tax 28.00

Total: 28.00

Record and Return To:

RES AMERICA DEVELOPMENTS INC  
11101 W 120TH AVE SUITE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

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

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

Larry Barmore  
Chautauqua County Clerk



MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of March 28, 2016, by and between Steven J. Bowman ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on March 25 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.


6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.


LANDLORD:

By:   
Name: Steven J. Bowman

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its Manager

By:   
Name: Peter Rood  
Title: Regional Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 16<sup>th</sup> day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Steven J. Bowman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public

KRISTIN M McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

MINNESOTA  
STATE OF ~~COLORADO~~ )  
HENNEPIN  
COUNTY OF ~~BROOMFIELD~~ )

On the 28 day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Rood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Melissa M. Pyka  
Notary Public

**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

X All that Tract or Parcel of Land, situate in the Town of Hanover, County of Chautauqua and State of New York, being a part of the north part of lot #41 in the 6th Township and 10th Range according to the Holland Land Company's survey more particularly described as follows:

Commencing at the Northwest corner of lot No. 41, running South 33 chains and 65 links, thence East 41 chains and 13 links to the center of the highway; thence along the center of the highway North  $21\frac{1}{2}^{\circ}$  West, 18 chains and 50 links; thence still along the center of the said North  $9^{\circ}$  West, 17 chains and 12 links to the North side of said lot; thence West 31 chains and 16 links to the place of beginning, containing 118 and  $62/100$  of an acre be the same more or less. X



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: DE2016003008

Receipt#: 201606157881

Clerk: AH

Rec Date: 05/12/2016 12:47:38 PM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 7

Rec'd Frm: RES AMERICA

Party1: BRENNAN JAMES A

Party2: BALL HILL WIND ENERGY LLC

Town: HANOVER

Recording:

Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 80.00

Transfer Tax	
Transfer Tax	40.00

Sub Total: 40.00

Total: 120.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016003584  
 Consideration: 10000.00

Transfer Tax	40.00
--------------	-------

Total: 40.00

Record and Return To:

RES AMERICAS INC  
 330 SECOND AVE S  
 SUITE 820  
 MINNEAPOLIS MN 55401

WARNING\*\*\*

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

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

Larry Barmore  
Chautauqua County Clerk

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of February 29<sup>th</sup>, 2016, by and between James A. Brennan and Shelly R. Brennan, as husband and wife, ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited

throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on February 29 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

[Signatures appear on following page]



IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:


By:   
Name: James A. Brennan

By:   
Name: Shelly R. Brennan

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its Manager

By:   
Name: Peter Rowd  
Title: Regional Vice President  
Date: February 29, 2016

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On Feb. 15, 2016 before me, Peggy McCaul-Ames  
(Here insert name and title of the officer)

personally appeared James A. Brennan

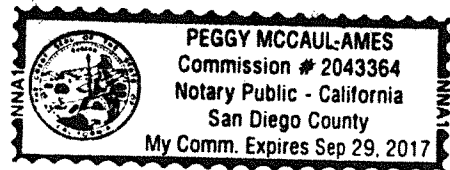
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Peggy McCaul-Ames  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Memorandum of Lease  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 5 Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, -is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

STATE OF California )  
COUNTY OF San Diego )

On the 15<sup>th</sup> day of Feb. in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared James A. Brennan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

STATE OF NEW YORK )  
COUNTY OF CHAUTAUQUA )

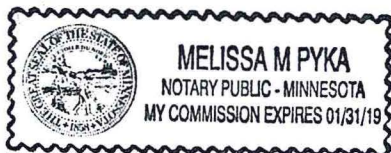
On the 30<sup>th</sup> day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Shelly R. Brennan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

MINNESOTA  
STATE OF ~~COLORADO~~ )  
HENNEPIN  
COUNTY OF ~~BROOMFIELD~~ )

On the 29 day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Rood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Melissa M. Pyka  
Notary Public

**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

All that tract of parcel of land situate in the Town of Hanover, County of Chautauqua and State of New York, being part of Lot 41, Township 6, Range 10 of the Holland Land Company's Survey, bounded and described as follows:

Beginning at a point in the center line of Empire Road 706 feet southerly from its intersection with the north line of Lot 41; then westerly, at an interior angle of  $90^{\circ} 314.75$  feet to a point; then continuing westerly at an interior angle of  $191^{\circ} 03'$ , 1885.20 feet to a point in the west line of Lot 41; then running southerly and along said west line of Lot 41 for 477.90 feet; then running easterly at an interior angle of  $89^{\circ} 34'$  for 2318.17 feet to a point in the said center line of Empire Road; then running Northwesterly and along said center line of Empire Road 553 feet to the point or place of beginning, containing 25.03 acres of land, more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: DE2016001935

Receipt#: 201606153010  
Clerk: AH  
Rec Date: 03/08/2016 10:42:20 AM  
Doc Grp: D  
Descrip: MEMO OF LEASE  
Num Pgs: 11  
Rec'd Frm: RES AMERICA DEV INC

Party1: BUNKER DOUGLAS R  
Party2: BALL HILL WIND ENERGY LLC  
Town: HANOVER

Recording:

Cover Page 5.00  
Recording Fee 70.00  
Cultural Ed 14.25  
Records Management - Coun 1.00  
Records Management - Stat 4.75  
TP584 5.00

Sub Total: 100.00

Transfer Tax  
Transfer Tax 22.00

Sub Total: 22.00

Total: 122.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: TT2016002784  
Consideration: 5400.00

Transfer Tax 22.00

Total: 22.00

Record and Return To:

RES AMERICAS INC  
11101 W 120TH AVE SUITE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

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

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

Larry Barmore  
Chautauqua County Clerk

**EXHIBIT D TO WIND ENERGY GROUND LEASE**

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of December 8, 2015, by and between Douglas R. Bunker ("**Landlord**") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;
- and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on December 8, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

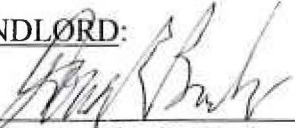
5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

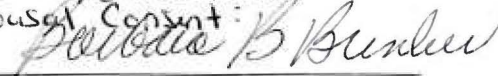
7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: 

Name: Douglas R. Bunker

Spousal Consent: 

By: \_\_\_\_\_  
Name: Barbara B. Bunker

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its General Partner

By: RES America Developments  
Inc.,  
its Manager

By: 

Name: BRIAN EVANS

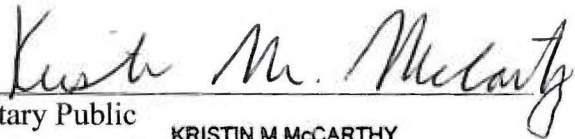
Title: PRESIDENT



STATE OF NEW YORK )

COUNTY OF CHAUTAUQUA )

On the 23<sup>rd</sup> day of ~~October~~ <sup>November</sup> in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Douglas R. Bunker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )

COUNTY OF CHAUTAUQUA )

On the 23<sup>rd</sup> day of ~~October~~ <sup>November</sup> in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Barbara B. Bunker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

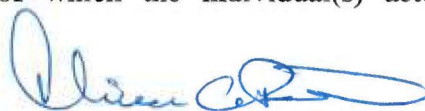
  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )

COUNTY OF BROOMFIELD )

On the 8<sup>th</sup> day of ~~October~~ <sup>December</sup> in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

NICOLE A. BLACKSTAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019

**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

Town of Hanover

118.00-1-40 (17-1-13.1)  
118.00-1-39 (17-1-13.2)  
118.00-1-41 (17-1-14)  
118.00-1-45 (17-1-17.1)  
118.00-1-46 (17-1-18.1)  
118.00-1-51 (17-1-19.2)  
118.00-1-52 (17-1-20)

Town of Villenova

135.00-2-1 (2-1-7)

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Hanover, County of Chautauqua and State of New York, being part of Lot 32 in Township 6, Range 10 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center of Hurlburt Road at a distance of 23 chains and 93½ links east (measured along a line parallel with the north line of said Lot 32) from the west line of said Lot 32, said point of beginning being the southwest corner of the lands deeded by Daniel Hulse to Sherman Shadle by deed dated September 25, 1961 recorded on September 29, 1961 in the Chautauqua County Clerk's Office in Liber 1178 of Deeds at page 557; running thence northerly parallel with the west line of said Lot 32 and along the west line of the land conveyed by aforesaid deed 39 chains and 50 links to the north line of said Lot 32; thence easterly and along the north line of said Lot 32 to the northeast corner of said Lot 32; thence southerly and along the east line of said Lot 32 (being also the west line of Lot 24 situate in said Town of Hanover in said 6th Township and 10th Range) 52 chains and 75 links to said center line of said Hurlburt Road; thence westerly along said center line of Hurlburt Road to said point or place of beginning.

EXCEPTING from the above described parcel of land both of the following described parcels of land, to wit:-

(1) Beginning in the center of said Hurlburt Road at the southeasterly corner of the land conveyed by said deed recorded in said Clerk's Office in Liber 1178 of Deeds at page 557; running thence northerly parallel with the west line of said Lot 32 two hundred sixty-three (263) feet; thence easterly 256 feet to a point in the center of a ravine running generally in a northerly and southerly direction, which point is 263 feet from the center of said Hurlburt Road (measured in the center of said ravine); thence southerly in the center of said ravine 263 feet to the center of the existing pavement of said Hurlburt Road; thence westerly in the center of said Hurlburt Road 173 feet to the point of beginning; and (2) all that tract or parcel of land conveyed by said parties of the first part Sidney Potmesil and Lois Potmesil to Reinhold Rest and Virginia Frances Rest, his wife, by deed dated April 25, 1975 and recorded on June 24, 1975 in said Clerk's Office in Liber 1157 of Deeds at page 117.

ALSO all that other tract or parcel of land situate in the Town of Hanover, County of Chautauqua and State of New York being a part of Lot No. 24 in the 6th Township and 10th Range of the Holland Land Company's Survey and bounded as follows: Beginning at the southwest corner of said Lot No. 24 and runs thence north on the line between said lot and Lot No. 32, 62 chains 36 links to the northwest corner of said Lot No. 24; thence east on the north line of said lot, 9 chains 63 links; thence south on a line parallel to the west line of said Lot No. 24, 62 chains and 24 links to the south line of said lot; thence west on the line between the 5th and 6th Townships, 9 chains 63 links to the place of beginning. Containing 60 acres more or less.

ALSO all that tract or parcel of land situate in the Town of Hanover, and described as being part of Lot No. 26, bounded and described as follows: Beginning at a point which stands 9 chains 66 links east from the southwest corner of said Lot No. 24; running thence north 20 chains 83 links to the southwest corner of lands deeded to Lucius Jones by Marshall Cass; thence east 4 chains 79 links; thence south parallel with the line first above named 20 chains 83 links to the south line of said lot; thence west 4 chains 79 links to the place of beginning, containing 10 acres of land more or less.

ALSO all that tract or parcel of land situate in the Town of Hanover, County and State aforesaid and described as being a part of Lot No. 24 in the 6th Township and 10th Range of the Holland Land Company's Survey and bounded as follows: Commencing at a point which is 20 chains and 83 links from the south line of said Lot No. 24, 9 chains and 66 links from the west line of said Lot 24; running thence east parallel to the south line of said Lot 24, 14 chains and 14 links; thence north parallel with the west line of said Lot No. 24, 26 chains and 50 links; thence west 14 chains and 14 links to land formerly owned by Charles Moore; thence south 26 chains 50 links to the place of beginning, containing 37 and 48/100 acres more or less.

EXCEPTING and reserving from the 60 acre parcel above described a small parcel situate in the southwest corner of Lot No. 24 described in a deed dated April 1, 1875 and recorded in Chautauqua County Clerk's Office in Liber 145 of deeds at page 559.

Town of Hanover

118.00-1-40 (17-1-13.1)  
118.00-1-39 (17-1-13.2)  
118.00-1-41 (17-1-14)  
118.00-1-45 (17-1-17.1)  
118.00-1-46 (17-1-18.1)  
118.00-1-51 (17-1-19.2)  
118.00-1-52 (17-1-20)

Town of Villenova

135.00-2-1 (2-1-7.)

ALSO all that tract or parcel of land situate in the Town of Villenova, County of Chautauqua and State of New York bounded as follows: Beginning on the north line of Lot No. 32 in the 5th Township and 10th Range and at the north-west corner of lands heretofore owned by Luther Pierce; thence south on said Pierce's west line 63 chains and 25 links to the south bounds of said lot; thence west on said south line 8 chains and thence north 58 chains and 35 links; thence north  $33 \frac{1}{4}$  east to the center of the highway; thence in a southeasterly direction following the center of the highway until it intersects the west line of land heretofore owned by the above mentioned Pierce and containing 47 and  $\frac{3}{4}$  acres of land be the same more or less.

ALSO all that other piece or parcel of land situate in the Town of Villenova, Chautauqua County, New York bounded as follows: Beginning in the north line of Lot No. 32 in the 5th Township and 10th Range 4 chains and 88 links west of the north-west corner of land owned by Luther Pierce in the year 1851; thence west on the north line of said Lot 11 chains and 12 links; thence south 63 chains and 25 links to the south bounds of said lot; thence east 8 chains; thence north 58 chains and 35 links; thence north  $33 \frac{1}{4}$  east 5 chains and 83 links to the place of beginning, containing 50 and  $\frac{3}{4}$  acres of land be the same more or less.

ALSO all that other piece or parcel of land situate in the Town of Hanover, County of Chautauqua and State of New York and being a part of Lot No. 24 in the 6th Township and 10th Range of the Holland Land Company's land bounded as follows: South by the south line of said Township; west by a line running due north from the northwest corner of land heretofore deeded by Luther Pierce, and owned by Ira Merritt, in the year 1874; north by land deeded to Lucius Jones, and east by the east line of said lot numbered 24, containing 47 and  $\frac{3}{10}$  acres, more or less.

ALSO another piece of land adjoining the above, a part on the same lot and the balance on Lot No. 32 in the 5th Township and 10th Range in Villenova in said County, bounded as follows: Commencing in the center of the highway on the west line of land owned by Ira Merritt, in 1874; thence north bounded by lands of said Ira Merritt about 23 rods to a stake and stones on Lot No. 24; thence southwesterly about  $4 \frac{1}{2}$  rods to a stake; thence south to the center of said highway; thence southeasterly along the center of said highway to the place of beginning, containing about  $\frac{1}{2}$  of an acre of land more or less.

ALSO all that other piece or parcel of land situate in the Town of Hanover, Chautauqua County, New York and bounded as follows: Being a part and parcel of Lot No. 24 in the 6th Township and 10th Range of the Holland Land Company's land, beginning at a post which stands 9 chains and 66 links east from the south west corner of said Lot No. 24; running thence north 20 chains and 88 links to the southwest corner of lands deeded to Lucius Jones by Marshall Cass; thence east parallel to the south line of said Lot No. 24 to the north-west corner of lands heretofore deeded to William Pierce; thence south along said Pierce's land to the south line of said Lot No. 24; thence west along said line to the place of beginning, supposed to contain about 55 acres and  $\frac{33}{100}$  of an acre more or less. The 10 acres excepted from the 55 acres and  $\frac{33}{100}$  acres parcel is intended to be descriptive only; the said 10 acres is contained elsewhere in the deed and is included in the conveyance.

EXCEPTING from the above about 10 acres of land from off the west end of same sold to Charles Moore by deed dated January 30th, 1863 and recorded in the Clerk's Office at Mayville, New York on the 30th day of September 1880 in Liber 153 at page 467, said piece of land being 4 chains and 70 links wide and extending across the entire west end of said piece of land above described.

ALSO all that other piece or parcel of land situate in the Town of Villenova, County of Chautauqua and State of New York and bounded and described as follows: Being the west part of Lot No. 32 in the 5th Township and 10th Range of the Holland Land Company's Survey bounded south by Lot No. 31, 19 chains and 22 links; west by lot No. 40, 62 chains and 38 links; north by township No. 6 in said 10th Range 19 chains and 22 links; and east by a line parallel to the west bounds of said Lot No. 32.

EXCEPTING from the above the land sold and deeded to Robert Foggan by deed dated December First, 1875 and recorded in Liber 145 of deeds at page 567, and which said deed conveys the most of said land to Robert Foggan leaving only 12 or 14 acres be the same more or less; and the same being a three cornered piece in the northeast corner of the above described premises.

Town of Hanover

118.00-1-40 (17-1-13.1)  
118.00-1-39 (17-1-13.2)  
118.00-1-41 (17-1-14)  
118.00-1-45 (17-1-17.1)  
118.00-1-46 (17-1-18.1)  
118.00-1-51 (17-1-19.2)  
118.00-1-52 (17-1-20)

Town of Villenova

135.00-2-1 (2-1-7.

ALSO excepting and reserving all that tract or parcel of land situate in the Town of Villenova, County of Chautauqua and State of New York being a part of Lot No. 32 in the 5th Township and 10th Range of the Holland Land Company Survey and being part of the southerly portion of lands conveyed by Herbert L. Howard and Irene M. Howard to Sherman Shadle by deed recorded in liber 972 of deeds at page 544 on November 20, 1953 bounded as follows: Commencing at the southwest corner of said premises conveyed by Howard to Shadle; thence northerly on the westerly bounds of said lands, approximately twenty-three hundred (2300) feet to a fence; thence easterly along the line of said fence and an extension easterly from said fence in a straight line to the easterly bounds of said lands conveyed by Howard to Shadle; thence southerly along the easterly bounds of lands approximately twenty-three hundred (2300) feet to the southeasterly corner of said lands; thence westerly on the southerly bounds of said lands conveyed by Howard to Shadle to the point or place of beginning; it being understood and agreed that the northerly bounds of said lands herein intended to be described shall not include any open lands.

Town of Hanover

118.00-1-44 (17-1-17.2)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua, and State of New York, being a part of Lot 32, Town 6, and Range 10 of the Holland Land Company's Survey and bounded as follows:

BEGINNING at a point distant 3069.39 feet as measured along the center line of Hurlburt Road from the west bounds of Lot 32 at the intersection of the center line of Empire Road and the center line of Hurlburt Road; THENCE northerly at right angles to the center line of Hurlburt Road, a distance of 382.78 feet to an iron; THENCE easterly turning an interior angle of  $110^{\circ} 33'$  a distance of 356.28 feet to a stake; THENCE southerly turning an interior angle of  $69^{\circ} 27'$  on a line perpendicular to the center line of Hurlburt Road, a distance of 507.9 feet to the center line of Hurlburt Road; THENCE westerly turning an interior angle of  $90^{\circ}$  and along the center line of Hurlburt Road, a distance of 333.6 feet to the place of beginning, containing 3.43 acres, being the same more or less.

Being the same premises transferred from Charles McKinivan and Delores McKinivan to Rodney Stewart and Linda Stewart by Warranty Deed dated and acknowledged August 31, 1986, and recorded in Chautauqua County Clerk's Office in Liber 2183 of Deeds at Page 223 on February 7, 1989.

This conveyance is subject to all leases, easements and rights of ways of record and assigns or rights therein described.

Town of Villenova: 135.00-1-3 (2-1-4.1)  
Town of Hanover 118.00-1-42 (17-1-15)

All that Tract or Parcel of Land, situate in the Town of Hanover, County of Chautauqua, State of New York and being a part of Lot 24, Town 6, Range 10 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point on the existing centerline of Hurlburt Road at its intersection with the division line between Lot 24 and Lot 32; THENCE S 71-52-12 E along said Hurlburt Road centerline 330.00 feet to a point; THENCE S 01-36-18 W along the lands now or formerly owned by Douglas R. Bunker described in Liber 2180 of deeds at Page 345, 26.27 feet to an iron stake; THENCE continuing along the same line 487.91 feet to an existing iron stake on the division line between the Town of Hanover and the Town of Villenova; THENCE N 88-12-15 W along the said Town Line 269.91 feet to an existing iron stake at the Southwest corner of said Lot 24; THENCE N 02-46-16 W along the said division line between Lot 24 and Lot 32, 581.96 feet to an existing iron stake; THENCE continuing along the same line 26.95 feet to the point or place of beginning containing 3.748 acres.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua, State of New York and being a part of Lot 32 and Lot 40, Town 5, Range 10 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at an existing iron stake on the division line between the Town of Hanover and the town of Villenova, said iron stake also being at the Northwesterly corner of Lot 32; THENCE S 88-12-15 E along the said Town Line 269.91 feet to an existing iron stake; THENCE continuing along the same line 326.40 feet to an iron stake; THENCE S 01-33-47 E along the lands now or formerly owned by Douglas R. Bunker described in Liber 2180 of deeds at Page 345, 510.75 feet to an iron stake; THENCE S 41-49-45 E along the said lands of Bunker 915.83 feet to an iron stake; THENCE S 01-14-31 W along the said lands of Bunker and along the lands now or formerly owned by Glenn R. Phillips described in Liber 1834 of deeds at Page 486, 881.87 feet to an iron stake; THENCE N 88-29-05 W through the lands now or formerly owned by Mary Jane Waligora described in Liber 2143 of deeds at Page 544, 2487.96 feet to an iron stake; THENCE N 00-49-52 E along the lands now or formerly owned by Stephen Duman described in Liber 2189 of deeds at Page 456, 583.64 feet to an existing iron stake; THENCE continuing along the same line and along the lands now or formerly owned by said Duman described in Liber 1412 of deeds at Page 505, 1466.43 feet to an iron stake on the said Town Line; THENCE S 88-58-56 E along the said Town Line, 1255.94 feet to the point or place of beginning containing 105.584 acres according to a survey made by Donald R. Long, Land Surveyor dated January 26, 1990.

This conveyance is subject to an assignment of lease to Universal Resources Holding, Inc. recorded in the Chautauqua County Clerk's Office on December 5, 1983 at Liber 1990 of Deeds at Page 277 and conveys all right, title and interest as it effects premises conveyed to Grantor.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: DE2016001700

Receipt#: 201606152109  
 Clerk: AH  
 Rec Date: 02/23/2016 01:46:23 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: EINHOUSE EDWARD E  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: HANOVER

Recording:

Cover Page	5.00
Recording Fee	47.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 77.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 77.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016002610  
 Consideration: 500.00

Total: 0.00

Record and Return To:

RES AMERICIAS INC  
 11101 W 120TH AVE SUITE 400  
 BROOMFIELD CO 88021

WARNING\*\*\*

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

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

Larry Barmore  
 Chautauqua County Clerk



## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of January 25, 2016, by and between Edward E. Einhouse and Patricia J. Einhouse as husband and wife ("**Landlord**") and RES North America Leasing, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on January 25, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

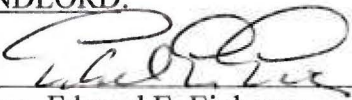
5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

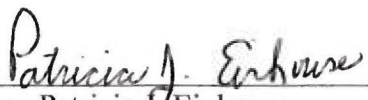
6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By:   
Name: Edward E. Einhouse

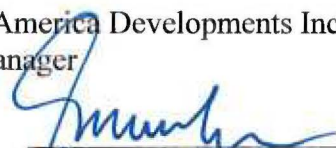
By:   
Name: Patricia J. Einhouse

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

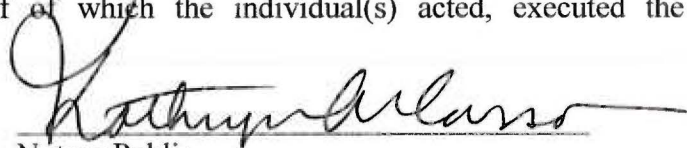
**RES North America Leasing, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:   
Name: BRIAN EVANS  
Title: PRESIDENT

STATE OF NEW YORK )  
                                  Ontario )  
COUNTY OF CHAUTAUQUA )

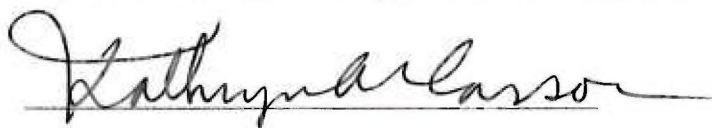
On the 15 day of ~~September~~ <sup>January</sup> in the year ~~2015~~ <sup>2016</sup> before me, the undersigned, a notary public in and for said state, personally appeared Edward E. Einhouse, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

KATHRYN A. CARSON  
Notary Public, State of New York  
Ontario County Reg. #01CA6229708  
Commission Expires 10/18/20 18

STATE OF NEW YORK )  
                                  Ontario )  
COUNTY OF CHAUTAUQUA )


On the 15 day of ~~September~~ <sup>January</sup> in the year ~~2015~~ <sup>2016</sup> before me, the undersigned, a notary public in and for said state, personally appeared Patricia J. Einhouse, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

KATHRYN A. CARSON  
Notary Public, State of New York  
Ontario County Reg. #01CA6229708  
Commission Expires 10/18/20 18

STATE OF COLORADO )  
                                  ) )  
COUNTY OF BROOMFIELD )

On the 25<sup>th</sup> day of ~~September~~ <sup>January</sup> in the year ~~2015~~ <sup>2016</sup> before me, the undersigned, a notary public in and for said state, personally appeared BRIAN EVANS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**NICOLE A. BLACKSTAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019**

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua and State of New York, being a part of Lot No. 54, Township 6 and Range 10 of the Holland Land Company's Survey and more particularly bounded and described as follows:

BEGINNING at a point in the centerline of the Stebbins Road and on the northerly line of said Lot No. 54 and which point is located North  $81^{\circ} 56'$  West, 1119.80 feet from the northeasterly corner of said Lot No. 54; thence South  $8^{\circ} 09'$  West and parallel to the easterly line of said Lot No. 54, 2424.45 feet to an iron pipe on the southerly line of lands formerly conveyed to Leland E. and Winifred P. Birdsey by deed dated August 29, 1974, and recorded in the Chautauqua County Clerk's Office in Liber 1521 of Deeds at page 190 and passing through an iron pipe located 24.75 feet from said centerline; thence North  $82^{\circ} 03' 30''$  West along Birdsey's southerly line, 426.71 feet to an iron pipe at the southwesterly corner thereof; thence North  $8^{\circ} 05' 20''$  East along the westerly line said Birdsey's land, 2214.45 feet to an existing iron stake at the southwest corner of lands formerly conveyed to David A. and Maxion G. Diefenbach by Deed dated May 11, 1963 and recorded in the Chautauqua County Clerk's Office in Liber 1217 of Deeds at page 506; thence south  $82^{\circ} 00'$  East along said Diefenbach's southerly line, 298.99 feet to an iron stake; thence North  $8^{\circ} 47'$  East along Diefenbach's easterly line, 210.70 feet to the centerline of said Stebbins Road and passing through an existing iron stake located 26.82 feet from said centerline; thence South  $81^{\circ} 56'$  East along the centerline of said Stebbins Road, 217.70 feet to the point or place of beginning and containing 22.81 acres of land according to a survey made by James E. Pacanowski, Licensed Land Surveyor dated 10 June 1995; revised 17 July 1995 and known as Job No. 95-01.

Together with, and subject to, the rights of others in and to the southerly one-half of Stebbins Road.

The grantor is the surviving spouse of Leland E. Birdsey, who died May 23, 1992. This conveyance is made for full and adequate consideration to a bona fide purchaser for value.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: DE2016001945

Receipt#: 201606153115

Clerk: AH

Rec Date: 03/09/2016 11:03:31 AM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 6

Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: FEINEN RANDALL L

Party2: BALL HILL WIND ENERGY LLC

Town: HANOVER

Recording:

Cover Page	5.00
Recording Fee	45.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 75.00

Transfer Tax	
Transfer Tax	20.00

Sub Total: 20.00

Total: 95.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016002791  
 Consideration: 5000.00

Transfer Tax 20.00

Total: 20.00

Record and Return To:

RES AMERICAS INC  
11101 CW 120TH AVE SUITE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

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

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

Larry Barmore  
Chautauqua County Clerk

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Randall L. Feinen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public **KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

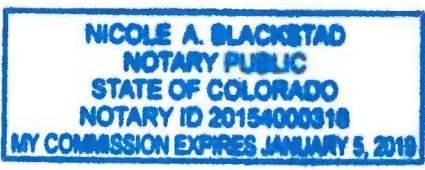
On the 19<sup>th</sup> day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Denise L. Feinen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public  
**KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
Landlord )  
COUNTY OF BROOMFIELD )

On the 29 day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Rob Morgan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of January 29, 2016, by and between Randall L. Feinen and Denise L. Feinen, as husband and wife, ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.



(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on January 29, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.


5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.


6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:


By:   
Name: Randall L. Feinen

By:   
Name: Denise L. Feinen

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its Manager

By:   
Name: Rob Kurban  
Title: Chief Strategy Officer

**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

(X) ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua and State of New York, being a part of Lots Nos. 42, 49 and 50 in the 6th Township and 10th Range of the Holland Land Company's land, bounded as follows: Commencing at a post in the southeast corner of Lot No. 50, same being a corner of all of said lots; thence north on the east line of Lot No. 50, fourteen chains and sixty-six links to the center of the Lodi Road; thence north 67 degrees west along the center of said road, twenty-two chains forty-two links; thence south 7½ degrees west, five chains eighty-five links; thence west, ten chains and twenty-five links; thence south eight chains twenty-one links; thence south 20 degrees east, twenty-one chains and sixteen links to a stake; thence east, two chains and sixty links; thence south twelve chains sixty-five links; thence east five chains; thence north 71 degrees east, six chains and eighty-eight links; thence east eight chains and eighty links to the east line of Lot No. 49; thence north along said line, nineteen chains forty-one links to the northwest corner of Lot No. 41; thence east on the north line of lot No. 41, thirty-one chains sixty-two links; thence north parallel to the west line of Lot No. 42, thirty-one chains sixty-two links; thence west parallel to the south line of said lot, thirty-one chains and sixty-two links to the west line of said lot; thence south on said line, thirty-one chains sixty-two links to the place of beginning,

EXCEPTING and RESERVING therefrom about five one-hundredths of an acre more or less conveyed to the County of Chautauqua by Cosimo, Lena, Martin and Frances Polisoto by warranty deed dated December 31, 1929, recorded in Liber 541 of Deeds, page 457 of the Chautauqua County Clerk's records.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: DE2016003009

Receipt#: 201606157881
Clerk: AH
Rec Date: 05/12/2016 12:47:39 PM
Doc Grp: D
Descrip: MEMO OF LEASE
Num Pgs: 7
Rec'd Frm: RES AMERICA
Party1: GAGE CAROL A
Party2: BALL HILL WIND ENERGY LLC
Town: HANOVER

Recording:
Cover Page 5.00
Recording Fee 50.00
Cultural Ed 14.25
Records Management - Coun 1.00
Records Management - Stat 4.75
TP584 5.00

Sub Total: 80.00

Transfer Tax
Transfer Tax 4.00

Sub Total: 4.00

Total: 84.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*
Transfer Tax #: TT2016003585
Consideration: 730.00

Transfer Tax 4.00

Total: 4.00

Record and Return To:

RES AMERICAS INC
330 SECOND AVE S
SUITE 820
MINNEAPOLIS MN 55401

WARNING\*\*\*

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

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

[Signature]

Larry Barmore
Chautauqua County Clerk

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of March 28 /, 2016, by and between Carol A. Gage, ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on March 28, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

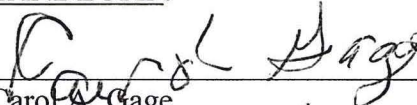
6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.


7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.


*[Signatures appear on following page]*

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

  
\_\_\_\_\_  
Carol A. Gage


  
\_\_\_\_\_  
Patricia Hawkins  
Attorney-in-fact for Carol A. Gage

  
\_\_\_\_\_  
Karen Sommers  
Executor for the Estate of Herbert Gage

TENANT:

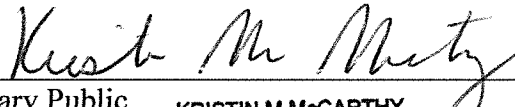
Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its Manager

By:   
\_\_\_\_\_  
Name: Peter Rood  
Title: Regional Vice President

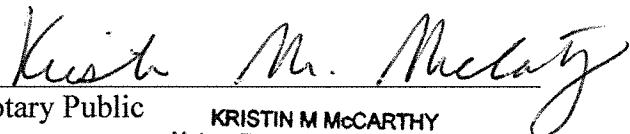
STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Carol A. Gage, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public **KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

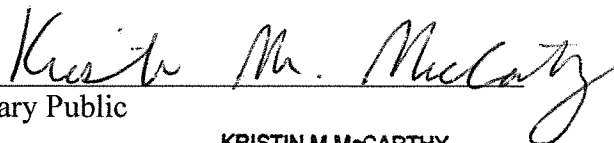
STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Patricia Hawkins, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public **KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

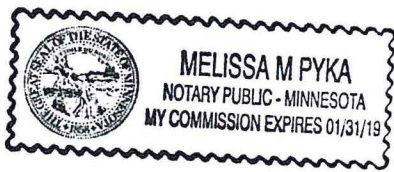
On the 19<sup>th</sup> day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Karen Sommers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public **KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019



MINNESOTA  
STATE OF ~~COLORADO~~ )  
HENNEPIN  
COUNTY OF ~~BROOMFIELD~~ )

On the 28 day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Rood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Melissa M. Pyka  
Notary Public

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

THAT PIECE OR PARCEL OF LAND, situate in the Town of Hanover, in the County of Chautauqua and State of New York, distinguished by being a part of Lot number Thirty-Three in Township number SIX in the Tenth Range of Townships of the Holland Land Company's Survey, bounded as follows: West by land deeded to James R. Black sixty chains and thirteen links, north by Lot No. 34, twelve chains and twenty-two links, East by Lot No. 25 sixty chains ten links & South by Lot No. 32, twelve chains and seventeen links. Containing seventy-three acres be the same more or less, being the same premises deeded to Bowen Cole by Sarah Cole by deed dated September 16, 1839.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016003014  
 Receipt#: 201606157881  
 Clerk: AH  
 Rec Date: 05/12/2016 12:47:40 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 8  
 Rec'd Frm: RES AMERICA  
 Party1: GAGE CHARLES  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: HANOVER

Recording:	
Cover Page	5.00
Recording Fee	55.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>85.00</u>
Transfer Tax	
Transfer Tax	8.00
Sub Total:	<u>8.00</u>
Total:	<u>93.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: TT2016003590	
Consideration: 1980.00	
Transfer Tax	8.00
Total:	<u>8.00</u>

WARNING\*\*\*

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

Larry Barmore  
 Chautauqua County Clerk

Record and Return To:

RES AMERICAS INC  
 330 SECOND AVE S  
 SUITE 820  
 MINNEAPOLIS MN 55401

7

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of April 08, 2016, by and between Charles Gage, Nancy J. Smith, Robert Gage, Cathey M. Bock and Carol A. Gage, ("**Landlord**") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on April 08, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Charles Gage  
Name: Charles Gage

By: Nancy Smith  
Name: Nancy J. Smith

By: Robert Gage  
Name: Robert Gage

By: Cathey M. Bock  
Name: Cathey M. Bock

By: Carol Gage  
Name: Carol Gage

By: Patricia Hawkins  
Name: Patricia Hawkins POA for Carol Gage

By: Karen Sommers  
Name: Karen Sommers  
Executor for the Estate of Herbert Gage

TENANT:


Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its Manager

By: Peter Reed  
Name: Peter Reed  
Title: Regional Vice President

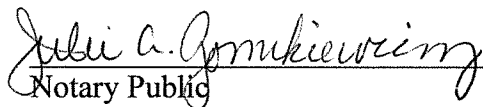
STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 30<sup>th</sup> day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Charles Gage, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
KRISTIN M McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

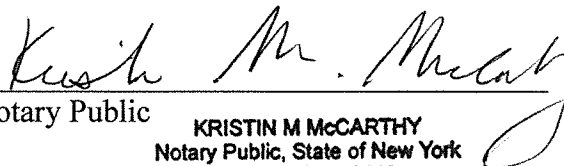
STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 21<sup>st</sup> day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Nancy J. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
JULIE A. GORNIKIEWICZ #01GO5009195  
Notary Public, State of New York  
Qualified in Chautauqua County  
My Commission Expires March 8, 2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 30<sup>th</sup> day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Robert Gage, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
KRISTIN M McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 30<sup>th</sup> day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Cathey M. Bock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public **KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Carol A. Gage, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public **KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Patricia Hawkins, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public **KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019



STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Karen Sommers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

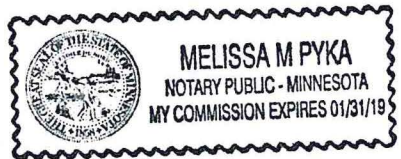
Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

Minnesota  
STATE OF ~~COLORADO~~ )  
Hennepin  
COUNTY OF ~~BROOMFIELD~~ )

On the 08<sup>th</sup> day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Reed, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Melissa M. Pyka  
Notary Public



**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua and State of New York, and being part of Lot forty-two (42), Township No. 6, Range No. 10 of Holland Land Company's Survey, and bounded and described as follows,

COMMENCING at the Southeast corner of said lot in the center of the highway;

THENCE North along the East line of said Lot No. 42, thirty-six (36) chains and seventy-two and one-half (72 ½) links;

THENCE West, parallel to the South line of said lot, thirteen (13) chains, seventy-five (75) links to a stake;

THENCE South, parallel to the East line of lot No. 42, to a point three (3) chains and fifty (50) links North of the South bounds of said lot and of the center of the highway;

THENCE East parallel to the South bounds of said lot No. 42, two (2) chains and sixty-seven and one-half (67 ½) links;

THENCE South, parallel to the East line of said lot, three (3) chains and fifty (50) links to the south bounds of said lot, being the center of the highway;

THENCE East along the center of the highway, eleven (11) chains seven and one-half (7½) links to the place of beginning.

Excepting so much of the premises as was conveyed by deed recorded on 6/25/1996 in Liber 2349 of Deeds, at Page 887 (SBL 14-1-26.1).

---

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover County of Chautauqua and State of New York. Assessed on tax roll of said Town in the year 1959, tax levied in 1958 to Willis True Est and bounded and described on such tax roll as follows:

137 Acres in Lot 25, Town 6, Range 10, bounded North by Fredonia Road; East by Smith, South by Smith; and West by Gage.

---



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016003013

Receipt#: 201606157881  
 Clerk: AH  
 Rec Date: 05/12/2016 12:47:39 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 7  
 Rec'd Frm: RES AMERICA  
 Party1: GAGE CHARLES  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: HANOVER

Recording:

Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 80.00

Transfer Tax	
Transfer Tax	6.00

Sub Total: 6.00

Total: 86.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016003589  
 Consideration: 1030.00

Transfer Tax	6.00
--------------	------

Total: 6.00

Record and Return To:

RES AMERICAS INC  
 330 SECOND AVE S  
 SUITE 820  
 MINNEAPOLIS MN 55401

WARNING\*\*\*

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

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

Larry Barmore  
 Chautauqua County Clerk

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of February 29, 2016, by and between Charles Gage, Nancy J. Smith, Robert Gage and Cathey M. Bock, ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on Feb 29 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Charles Gage  
Name: Charles Gage

By: Nancy J. Smith  
Name: Nancy J. Smith

By: Robert Gage  
Name: Robert Gage

By: Cathey M. Bock  
Name: Cathey M. Bock

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its Manager

By: Peter Rood  
Name: Peter Rood  
Title: Regional Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 30<sup>th</sup> day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Charles Gage, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public  
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 10<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Nancy J. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Janet M. McCanna  
Notary Public  
JANET M. McCANNA #01MC4846771  
Notary Public, State of New York  
Qualified in Chautauqua County  
My Commission Expires May 31, 2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 30<sup>th</sup> day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Robert Gage, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public  
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 30<sup>th</sup> day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Cathey M. Bock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

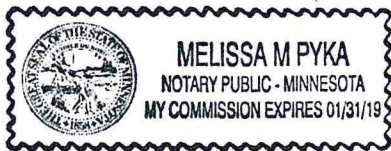
Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

MINNESOTA  
STATE OF COLORADO )  
 )  
HENNEPIN  
COUNTY OF BROOMFIELD )

On the 29 day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Rood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Melissa M. Pyka  
Notary Public





**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

ALL THAT TRACT OR PARCEL OF LAND, situate in the town of Hanover, County of Chautauqua and State of New York, distinguished of the northwest part of Lot No. 25, Township 6, Range 10, bounded as follows:

Commencing in the center of the highway on the lot line at the northwest corner of land owned and formerly owned by Thomas Bagley at a distance of 22 chains 12 links easterly from the west line of Lot No. 25;

RUNNING THENCE southerly on a line parallel with the west bounds of said lot 46 chains 31 links;

THENCE westerly 22 chains 12 links to the westerly line of said lot No. 25;

THENCE northerly along said lot line 46 chains 26 links to the northwest corner of said lot;

RUNNING THENCE easterly along the northerly line of said lot and center of the highway 22 chains 12 links to the place of BEGINNING.

---



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016001532

Receipt#: 201606151235  
 Clerk: AH  
 Rec Date: 02/09/2016 11:44:15 AM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: HOISINGTON JERE  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: HANOVER

Recording:

Cover Page	5.00
Recording Fee	45.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 75.00

Transfer Tax	
Transfer Tax	4.00

Sub Total: 4.00

Total: 79.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016002482  
 Consideration: 592.00

Transfer Tax	4.00
--------------	------

Total: 4.00

Record and Return To:

RES AMERICA INC  
 11101 W 120TH AVENUE SUITE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

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

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

Larry Barmore  
 Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

*November* THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of ~~June 24~~, 2015, by and between Jere Hoisington and Lawrence J. Owczarczak ("*Landlord*") and RES North America Leasing, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

November 4. **Term.** The Development Term of the Lease is seven (7) years, commencing on June 24, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

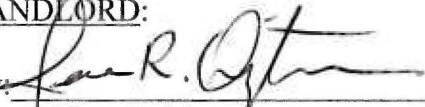
5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

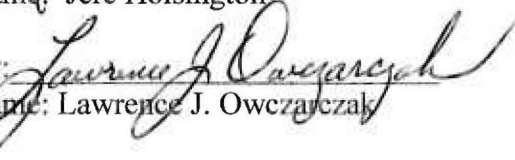
6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By:   
Name: Jere Hoisington

By:   
Name: Lawrence J. Owczarczyk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

RES North America Leasing, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its Manager

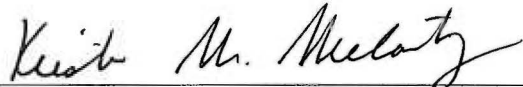
By: 

Name: BRIAN EVANS

Title: PRESIDENT

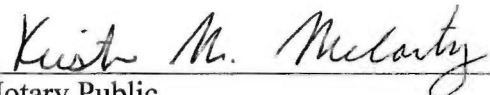
STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 27<sup>th</sup> day of ~~June~~ October in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Jere Hoisington, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public **KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Lawrence J. Owczarczak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
*Kristin M. McCarthy*  
Notary Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 27<sup>th</sup> day of ~~June~~ November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared BRIAN EVANS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**NICOLE A. BLACKSTAD**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20154000318**  
**MY COMMISSION EXPIRES JANUARY 5, 2019**

## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, Chautauqua County, State of New York, being a part of Lot No. 33, Township 6, Range 10 of the Holland Land Company's Survey and bounded west by a line parallel to the west bounds of said lot at the distance of 10 chains east therefrom 60 chains and 20 links north by lot No. 34, 10 chains, east by a line parallel to the west bounds of the lands hereby conveyed 60 chains 20 links; and south by lot No. 32, 10 chains containing 60 acres of land more or less.

SUBJECT TO AND TOGETHER WITH leases and easements of record including oil and gas lease to National Fuel Gas Supply Corporation recorded in Chautauqua County Clerk's Office in Liber 1836 of Deeds at page 361.

EXCEPTING AND RESERVING a parcel commencing at the northwest corner of the aforesaid piece or parcel, then easterly and along the center line of the Forestville-Nashville Road 61.0 feet; then south at an interior angle of 90°, 580 feet to a point; then west at an interior angle of 90°, 61.0 feet to a point; then north 580.0 feet to the point or place of beginning of the reserved parcel.

#### Liens and Encumbrances

1. Lease to Iroquois Gas Corporation recorded June 19, 1959 in Liber 1128 of Deeds at page 12.
  2. Right of Way to New York Telephone Company recorded March 17, 1966 in Liber 1287 of Deeds at page 216.
  3. Lease to National Fuel Gas Supply Corporation recorded July 13, 1979 in Liber 1836 of Deeds at page 361.
-



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016001698

Receipt#: 201606152109  
 Clerk: AH  
 Rec Date: 02/23/2016 01:46:22 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: JOHNSON HAROLD F  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: HANOVER

Recording:

Cover Page	5.00
Recording Fee	47.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 77.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 77.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016002608  
 Consideration: 500.00

Total: 0.00

Record and Return To:

RES AMERICIAS INC  
 11101 W 120TH AVE SUITE 400  
 BROOMFIELD CO 88021

WARNING\*\*\*

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

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

Larry Barmore  
 Chautauqua County Clerk



## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of ~~November~~ <sup>December</sup> 8, 2015, by and between Harold F. Johnson and Patricia A. Johnson, as husband and wife ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. December **Term.** The Development Term of the Lease is seven (7) years, commencing on November 8, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:


By: Harold F. Johnson  
Name: Harold F. Johnson

By: Patricia A. Johnson  
Name: Patricia A. Johnson

TENANT:

**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:   
Name: Rob Morciani  
Title: CHIEF STRATEGY OFFICER

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 29<sup>th</sup> day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Harold F. Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public  
Kristin M. McCarthy  
State of New York Public Notary  
Erie County  
Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 29<sup>th</sup> day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Patricia A. Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public  
Kristin M. McCarthy  
State of New York Public Notary  
Erie County  
Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 8<sup>th</sup> day of December ~~November~~ in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Rob Morgan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Nicole A. Blackstad  
Notary Public

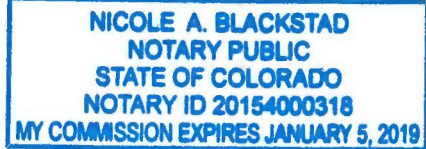


EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

THAT TRACT OR PARCEL OF LAND, situate in the Town of  
Henover, County of Chautauque and State of New York, being a  
part of Lot No. 44, Township 6 and Range 10 of the Holland  
Land Company's Survey and more particularly bounded and  
described as follows:

BEGINNING at a point in the centerline of the Stebbins  
Road and on the northerly line of said Lot No. 54 and which  
point is located North  $81^{\circ} 56'$  West, 145.00 feet from the  
northeasterly corner of said Lot No. 44; thence South  $0^{\circ} 09'$   
West and parallel to the easterly line of said Lot No. 54,  
2423.43 feet to an iron pipe on the southerly line of lands  
formerly conveyed to Leland E. and Winifred F. Birdsey by  
deed dated August 19, 1974, and recorded in the Chautauque  
County Clerk's Office in Liber 1521 of Deeds at page 190 and  
passing through an iron pipe located 24.73 feet from said  
centerline; thence North  $81^{\circ} 33' 30''$  West along Birdsey's  
southerly line, 374.00 feet to an iron pipe at the southeast  
corner of lands simultaneously conveyed to Edward E.  
Einhorn and Patricia J. Einhorn; thence North  $1^{\circ} 09'$  West  
along the easterly line of said lands simultaneously  
conveyed this date, 2424.43 feet to the centerline of said  
Stebbins Road and passing through an iron pipe located 24.73  
feet from said centerline; thence South  $81^{\circ} 56'$  East along  
the centerline of said Stebbins Road, 374.00 feet to the  
point or place of beginning and containing 20.81 acres of  
land according to a survey made by James H. Prosserovick,  
Licensed Land Surveyor dated 10 June 1995; revised 17 July  
1995 and known as Job No. 95-02.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016004267  
 Receipt#: 201606162315  
 Clerk: AH  
 Rec Date: 07/13/2016 12:36:58 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 13  
 Rec'd Frm: RES AMERICA  
 Party1: KAYE QUINN A  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: HANOVER

Recording:  
 Cover Page 5.00  
 Recording Fee 80.00  
 Cultural Ed 14.25  
 Records Management - Coun 1.00  
 Records Management - Stat 4.75  
 TP584 5.00

Sub Total: 110.00

Transfer Tax  
 Transfer Tax 20.00

Sub Total: 20.00

Total: 130.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016004543  
 Consideration: 5000.00

Transfer Tax 20.00

Total: 20.00

Record and Return To:

RES AMERICAS INC  
 330 SECOND AVE S  
 SUITE 820  
 MINNEAPOLIS MN 55401

WARNING\*\*\*

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

Larry Barmore  
 Chautauqua County Clerk

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of May 09, 2016, by and between Quinn A. Kaye ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on May 09, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signature page follows]*



IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Quinn A. Kaye  
Name: Quinn A. Kaye

SPOUSAL CONSENT:

By: Joseph J. Kaye  
Name: Joseph J. Kaye

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its Manager

By: Peter Reed  
Name: Peter Reed  
Title: Regional Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 25<sup>th</sup> day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Quinn A. Kaye, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public **KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 25<sup>th</sup> day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Joseph J. Kaye, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public **KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

Minnesota  
STATE OF COLORADO )  
 )  
Hennepin  
COUNTY OF BROOMFIELD )

On the 09 day of May in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Rood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Melissa M. Pyka  
Notary Public

**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF  
PREMISES**

**PARCEL 1:**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua and State of New York being a part of Lot Number 51 in the Sixth Township and Tenth Range of the Holland Land Company's Survey bounded as follows: COMMENCING on the north line of Lot Number 51 at the northeast corner of a piece of land heretofore and on the 12th day of August, 1880 deeded by Abiah Johnson and Ruby Tackett to Mary A. Avery and which said corner is 7 chains and 35 links east from the northwest corner of said Lot Number 51; thence East on the North line of said Lot Number 51, fifty-three chains 81 links to the northeast corner of said Lot Number 51; thence South on the east line of said Lot Number 51 six chains 42 links to a stake; thence west on a line parallel with the north line of said Lot Number 51, fifty-three chains 81 links to the southeast corner of said Mary A. Avery land before mentioned; thence north along said Avery line 6 chains 42 links to the place of beginning. Containing thirty-four acres and 54/100 more or less.

EXCEPTING AND RESERVING herefrom so much of said land as was heretofore deeded to the Erie Railroad Company, being about one acre of land more or less.

ALSO EXCEPTING AND RESERVING therefrom all that portion of said premises lying on the westerly side of the highway running from Forestville to Dennisons Corners, through said property.

SUBJECT to all oil and gas leases of record.

Without restricting the conveyance herein and for information only it is intended hereby to convey the premises or a portion thereof as described in a deed recorded in the County Clerk's office in Liber 1309 of Deeds at Page 21.

PARCEL 2:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua and State of New York being a part of Lots Nos. 51 and 59, Township 6, Range 10 of the Holland Land Company's Survey, bounded as follows: COMMENCING in the center line of Dennison Road at a point 250 feet northeasterly, measured along the center line of the road from the southwest corner of the lands of Becker, or formerly; thence northwesterly, at right angles to the road, to a point in the northerly boundary of the lands of the Erie Railroad; thence southwesterly along the north bounds of the Erie Railroad Company's land to the west bounds of the lands of Becker, or formerly; thence north  $5\frac{3}{4}$  degrees west 6 chains 81 links to lands formerly owned by J.G. Record; thence south 88 feet east along said lands formerly owned by Record 4 chains 65  $\frac{1}{2}$  links to the west line of said Lot No. 51; thence south  $42^{\circ}$  east 8 chains, 68 links to the center of the aforesaid highway; thence southwest along the center line of said highway to the place of beginning. Containing more or less.

Without restricting the conveyance herein and for information only, it is intended hereby to convey the premises or a portion thereof as described in a deed recorded in the County Clerk's Office in Liber 1310 of Deeds at Page 18.

PARCEL 3:

ALL THAT TRACT OR PARCEL OF LAND, situate in the town of Hanover, County of Chautauqua and State of New York, being part of a certain Township No. 6 in the Tenth Range of said townships, and which tract or land on a certain other map or survey of part of said townships into lots, made by Joseph Ellicott is distinguished by the north part of Lot No. 51, in said township bounded west by a part of Lot No. 59, 24 chains 51 links; north by Lot No. 52, 61 chains 16 links; east by a part of Lot No. 43, 24 chains 51 links; and south by a line parallel with the north bounds of said Lot No. 51, 61 chains, 24 links, containing 150 acres of land more or less.

EXCEPTING therefrom two acres, constituting the southwest corner of the premises above described which were deeded prior to February 26, 1890.

ALSO EXCEPTING therefrom, approximately four and  $\frac{72}{100}$  acres, constituting the northwest corner of the premises above described, and described in a deed from Ruby Tackett and Abiah Johnson to Mary A. Avery, by deed dated August 12, 1880 and recorded in Liber 165, page 371.

ALSO EXCEPTING AND RESERVING premises deeded by Franklin M. Calhoun, et al, to Dee B. Terry by deed dated December 14, 1921 and recorded December 21, 1921 in Liber 478 of Deeds at Page 405.

ALSO EXCEPTING AND RESERVING premise conveyed to New York and Erie Railway.

ALSO EXCEPTING AND RESERVING portions conveyed to Chautauqua County for highway purposes.

PARCEL 4:

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the town of Hanover, County of Chautauqua and State of New York, being a part of Lot No. 43 in the Sixth Township and Tenth Range of the Holland Land Company's Survey bounded as follows: COMMENCING at the northwest corner of said lot; thence east on said north line 12 chains 12 links; thence south on a line parallel with the west line, said lot 24 chains 83 links; thence west 12 chains 12 links to the west line of said lot; thence north on said west line 24 chains 83 links to the place of beginning, containing 29 acres more or less;

SUBJECT to all easements, rights of way and leases of record.

Without restricting the conveyance herein and for information only it is intended hereby to convey the premises or a portion thereof as described in a deed recorded in the County Clerk's Office in Liber 1187 of Deeds at Page 53.

PARCEL 5:

ALL THAT TRACT OR PARCEL OF LAND, situate in Lot No. 51, township No. 6, Range No. 10 of the Holland Land Company's Survey, Town of Hanover, County of Chautauqua, State of New York, and described as follows: BEGINNING at a point on the north line of Lot No. 51 at its intersection with the existing southeasterly railroad right-of-way line of the New York & Lake Erie Railway Company, said point also being 220+ feet distant southeasterly measured radially from Station 54 + 69+ of the hereinafter described centerline of improvement for the reconstruction and realignment of a portion of Dennison Road Co. Rd. 123; thence S. 54° 06' 00" W., along said railroad right-of-way 825+ feet to the point of beginning, said point being the intersection point of the said railroad right-of-way line and the northwesterly highway boundary of the said existing co. Rd. 123, said point also being 35+ feet distant northwesterly, measured radially from Station 46+ 78+ of the said centerline; thence continuing S. 54° 06' 00" W., along said railroad right-of-way line, 301 + feet to a point being 92+ feet distant northwesterly measured radially from Station 43 + 75+ of the said centerline; thence S. 43° 41' 58" E., 41+ feet to a point being on the said highway boundary, said point being 51+ feet distant northwesterly measured radially from station 43 + 75+ of the said centerline; thence northeasterly 298+ feet to the point of beginning, being 5,700+ square feet or 0.131+ acre more or less, also

ALL THAT TRACT OR PARCEL OF LAND, situate in Lot No. 51, Township No. 6, Range No. 10 of the Holland Land Company's Survey, Town of Hanover, County of Chautauqua, State of New York and described as follows:

BEGINNING at a point on the existing Southeasterly highway boundary of Dennison Road, Co. Rd. 123, said point being 50+ feet distant southeasterly measured radially from Station 44+ 25+ of the hereinafter described centerline of improvement of a portion of Dennison Rd., Co. Rd.. 123; thence N. 42° 45' 53" E., 177+ feet to a point being 40+ feet distant southeasterly measured radially from Station 46+ 0+ of said centerline; thence Northeasterly along a 3040' Radius Curve to the left and parallel to said centerline a distance of 332+ feet to a point, said point being 40+ feet distant southeasterly measured radially from Station 49+ 27+ of said centerline, said point also being on the existing southeasterly highway boundary acquired by Parcel No. 1 as described in Deed dated April 29, 1952, and recorded in Liber 940, Page 260 in the Chautauqua County Clerk's Office, Mayville, New York; thence easterly along said existing highway boundary 20+ feet to a point said point being 59 feet distant southeasterly measured radially from Station 49+ 37+ of said centerline, said point also being on the existing railroad right of way; thence southeasterly along said existing highway boundary 93+ feet to a point, said point being 112+ feet distant southeasterly measured radially from Station 48+ 61+ of said centerline; thence southwesterly along said highway boundary 78+ feet to a point, said point being 110+ feet distant southeasterly measured radially from Station 47+ 86+ of said centerline; thence southwesterly along said highway boundary of Dennison Rd., Co. Rd. 123, 373+ feet to the point of beginning, being 20,700+ square feet or 0.475 acre more or less.

The above parcel being the same premises conveyed by the County of Chautauqua to Arthur P. Becker and Mildred L. Becker by Quit Claim Deed dated April 1, 1987 and recorded in the Chautauqua County Clerk's Office in Liber 2130 of Deeds at Page 54 on July 28, 1987 and, the Arthur P. Becker and Mildred L. Becker to Arthur P. Becker and Mildred L. Becker, as Trustees of the Arthur P. Becker and Mildred L. Becker Family Trust I dated November 6, 1996 by deed dated May 18, 1998 and recorded in the Chautauqua County Clerk's Office in Liber 2388 of Deeds at Page 34 on May 27, 1998.

EXCEPTING AND NOT CONVEYING the following described parcel: ALL THAT TRACT OR PARCEL OF LAND, situate in the town of Hanover, County of Chautauqua and State of New York, being part of a certain Township 6 in the 10th Range of said Townships, and which is more particularly described as follows: BEGINNING in the southerly line of lands conveyed from Becker to Becker by deed recorded in Liber 1187 of Deeds at Page 53 in the office of the Chautauqua County Clerk at the intersection thereof with the centerline of Dennison Road (66 feet wide) as now laid out and occupied, said point of beginning also being located 24 chains 51 links southerly from the north line of Lot 51; thence easterly a distance of 680.8 feet along said southerly line of Becker lands to an iron pin, and passing through an iron pin located 70.1 feet easterly along the last described course from said centerline of Dennison Road; thence northerly at an interior angle of  $90^{\circ} 00'$  a distance of 80.4 feet through said Becker lands to an iron pin; thence northwesterly at an interior angle of  $116^{\circ} 07'$  a distance of 354.5 feet through said Becker lands to a point in said centerline of Dennison Road, and passing through an iron pin located 35.7 feet southeasterly along the last described course from said centerline of Dennison Road; thence southwesterly along a regular curve to the right an interior angle of  $112^{\circ} 16'$  to a tangent and a distance of 162.2 feet along a tangent to a point of intersection of tangents; thence continuing southwesterly along a regular curve to the right at an interior angle of  $193^{\circ} 32'$  between tangents and a distance of 273.5 feet along a tangent to the point or place of beginning, and containing 2 acres of land more or less according to a survey prepared by Woodbury Surveying dated April 9, 1998.

The above being the same premises conveyed by Arthur P. Becker and Mildred L. Becker as Trustees of the Arthur P. Becker and Mildred L. Becker Family Trust I, dated May 18, 1998 and recorded in the Chautauqua County Clerk's Office in Liber 2388 of Deeds at Page 38 on May 27, 1998.

ALSO EXCEPTING AND NOT CONVEYING, the following parcel: ALL THAT TRACT OR PARCEL OF LAND, situate in Lot No. 51, Township No. 6, Range No. 10 of the Holland Land Company's Survey, Town of Hanover, County of Chautauqua, State of New York, and described as follows: BEGINNING in the centerline of Dennison Road (66 feet wide) as now laid out and occupied at the point located 435.7 feet northeasterly along said centerline of Dennison Road from the intersection thereof with the southerly line of lands conveyed from Becker to Becker by deed recorded in Liber 1187 of Deeds at Page 53 in the office of the Chautauqua County Clerk, said southerly line of Becker to Becker lands also being located 24 chains 51 links southerly from the north line of Lot 51; thence southeasterly at an interior angle of  $70^{\circ}-42'$  a distance of 354.5 feet along the northeasterly line of lands to be retained by Becker to an existing iron pin at the northeasterly corner thereof, and passing through an existing iron pin located 35.7 feet southeasterly along the last described course from said centerline of Dennison Road; thence southerly at an interior angle of  $243^{\circ}-53'$  a distance of 80.4 feet along the easterly line of said lands to be retained by Becker to an iron pin in said southerly line of Becker to Becker lands; thence easterly at an interior angle of  $90^{\circ}-00'$  a distance of 55.2 feet along said southerly line of Becker to Becker lands to an iron pin; thence northeasterly at an interior angle of  $105^{\circ}-27'$  a distance of 279.4 feet through said Becker to Becker lands to an iron pin; thence northwesterly at an interior angle of  $100^{\circ}-40'$  a distance of 308.3 feet through said Becker to Becker lands to a point in said centerline of Dennison Road and passing through an iron pin located 34.6 feet southeasterly along the last described course from said centerline of Dennison Road; thence southwesterly at an interior angle of  $109^{\circ}-18'$  a distance of 240 feet along said centerline of Dennison Road to the point or place of beginning, and containing 2 acres of land more or less. Subject to right of others in Dennison Road.

The above-described premises being the same premises conveyed by Arthur P. Becker and Mildred L. Becker as Trustees of the Arthur P. Becker and Mildred L. Becker Family Trust, dated November 6, 1996 to Paul Spitale and Quinn Eddy-Spitale by a separate deed recorded in the Chautauqua County Clerk's Office in Liber 2362 at Page 517 on March 17, 1997.



PARCEL 6:

ALL THAT TRACT OR PARCEL OF LAND, situate in Lot No. 51, Township No. 6, Range No. 10 of the Holland Land Company's Survey, Town of Hanover, County of Chautauqua, State of New York, and described as follows:

BEGINNING at a point on the existing northwesterly highway boundary of Dennison Road, Co. Rd. 123 at its intersection with the existing New York and Lake Erie R. R. O. W. said point being 66± feet distant northwesterly measured radially from Station 49 + 34± feet of the hereinafter described Centerline of Improvement of a portion of Dennison Road, Co. Rd., 123; thence N. 54° 06' 00" E. and along the existing New York & Lake Erie Railroad right-of-way 84± feet to a point being 38± feet northwesterly measured at right angles from point of Tangency (p.t.) Station 50 + 13.26; thence N. 34° 06' 35" E., 126.85 feet to a point being 38± feet distant Northwesterly measured at right angles from Point of Curvature (p.c.) Station 51 + 40.11; thence northeasterly along a 6038 foot radius curve to the right and parallel to said centerline of Dennison Rd., Co. Rd. 123, 145 feet to a point being 38± feet northwesterly measured radially from Station 52 + 84± feet of said centerline; thence N. 55° 59' 05" W., 28± feet to a point being 66± feet Northwesterly measured radially from Station 52 + 83± feet of said centerline, said point also being on the existing Northwesterly highway boundary acquired by Parcel No. 2 as described in Deed dated April 29, 1952, and recorded in Liber 940, Page 257 in the Chautauqua County Clerk's Office, Mayville, N. Y. , said point also being the south corner of Parcel 9-82 as described in Permanent Easement dated November 15, 1984, and recorded in Liber 2034, Page 211 in the Chautauqua County Clerk's Office, Mayville, N. Y.; thence southwesterly along said existing northwesterly highway boundary 265± to a point, said point being 125± feet distant North-westerly measured at right angles from Station 50 + 27± feet of said centerline of Dennison Rd., Co. Rd. 123; thence southerly along said existing northwesterly highway boundary 107± feet to the point of beginning; being 18.800± square feet or 0.432 acre more or less.

**EXCEPTING AND RESERVING 6.5 acres owned by the Village of Forestville as described below:**

Beginning in the centerline of Dennison Road as now laid out and occupied at the southerly corner of Parcel 2 described in Liber 2459 of Deeds at Page 360 in the office of the Chautauqua County Clerk; thence northwesterly at an interior angle of 91 degrees 52 minutes a distance of 141.5 feet along the southwesterly line of said Parcel 2 to the existing iron pin at the intersection thereof with the southeasterly line of the right of way of the New York and Lake Erie Railroad (now or formerly), and passing through an existing iron pin located 35 feet northwesterly along the last described course from said centerline of Dennison Road; thence southwesterly at an interior angle of 265 degrees 36 minutes a distance of 224 feet along said southeasterly line of the Railroad right of way to a point of curve therein; thence continuing southwesterly along said southeasterly line of the Railroad right of way following a regular curve to the right having a radius of 1075 feet and an arc distance of 253.5 feet to an existing iron pin at the southeasterly corner of lands conveyed to the New York and Lake Erie Railroad to Stott and Bailey by deed recorded in Liber 2635 of Deeds at Page 126 in the office of the Chautauqua County Clerk; thence northerly a distance of 511.9 feet along said easterly line of last mentioned Stott and Bailey lands and along the easterly line of lands conveyed from Guadagno to Stott and Bailey by deed recorded in 2634 of Deeds at Page 608 in the office of the Chautauqua County Clerk to an existing iron pin at the northeasterly corner thereof, said last mentioned iron pin also being located in the easterly extension of the northerly line of the Village of Forestville at the point located 472.7 feet easterly along said northerly line of the Village of Forestville and along the easterly extension thereof from the northerly extension of the easterly line of unopened Fourth Street (66 feet wide); thence easterly at an interior angle of 81 degrees 29 minutes a distance of 302.4 feet along said easterly extension of the northerly line of the Village of Forestville to an existing iron pin in the east line of Lot 59; thence northerly at an interior angle of 268 degrees 42 minutes a distance of 56.4 feet along said east line of Lot 59 to an iron pin; thence easterly at an interior angle of 91 degrees 18 minutes a distance of 353.1 feet through lands of Eddy to an iron pin; thence southerly at an interior angle of 89 degrees 42 minutes a distance of 234.3 feet through said Eddy lands to iron pin in the northwesterly line of said Railroad right of way; thence southwesterly at an interior angle of 155 degrees 15 minutes a distance of 149.7 feet through said Railroad right of way to an iron pin in said southeasterly line thereof; thence southeasterly at an interior angle of 233 degrees 00 minutes a distance of 138.1 feet through said Eddy lands to a point in said centerline of Dennison Road, and passing through an iron pin located 35 feet northwesterly along the last described course from said centerline of Dennison Road; thence southwesterly at an interior angle of 88 degrees 08 minutes a distance of 75 feet along said centerline of Dennison Road to the point or place of beginning, and containing 6.5 acres of land more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: DE2016004266

Receipt#: 201606162315

Clerk: AH

Rec Date: 07/13/2016 12:36:57 PM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 6

Rec'd Frm: RES AMERICA

Party1: LORD SHARON A

Party2: BALL HILL WIND ENERGY LLC

Town: HANOVER

Recording:

Cover Page	5.00
Recording Fee	45.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 75.00

Transfer Tax	
Transfer Tax	20.00

Sub Total: 20.00

Total: 95.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016004542  
 Consideration: 5000.00

Transfer Tax	20.00
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Total: 20.00

WARNING\*\*\*

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

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

Larry Barmore  
Chautauqua County Clerk

Record and Return To:

RES AMERICAS INC  
330 SECOND AVE S  
SUITE 820  
MINNEAPOLIS MN 55401

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder’s Use Only)

THIS MEMORANDUM OF LEASE (“*Memorandum*”) is made and entered into as of May 09, 2016, by and between Sharon A. Lord (“*Landlord*”) and Ball Hill Wind Energy, LLC, a Delaware limited liability company (“*Tenant*”).

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the “*Lease*”), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the “*Premises*”) located in the County of Chautauqua, State of New York, as more particularly described in Exhibit “A” attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30’) from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on May 09, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: 

Name: Sharon A. Lord

SPOUSAL CONSENT:

By: 

Name: Michael Lord

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its Manager

By: 

Name: Peter Rood

Title: Regional Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 25<sup>th</sup> day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Sharon A. Lord, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public

KRISTIN M McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

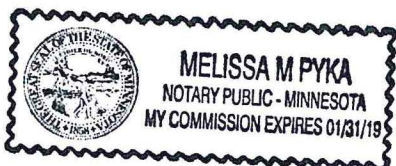
On the 25<sup>th</sup> day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Michael Lord, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public

KRISTIN M McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF MINNESOTA )  
COLORADO )  
COUNTY OF HENNEPIN )  
BROOMFIELD )

On the 09 day of May in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Rood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Melissa M. Pyka  
Notary Public

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

(X) ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua, and State of New York, being a part of Town 6, Range 10, and Lot No. 52 of the Holland Land Company's survey, bounded north by Lot No. 53, 60 chains 3 links; east by part of Lot No. 45, 39 chains 26 links; south by a line parallel with the north line of said Lot No. 52, 61 chains 2 links; and west by part of Lot No. 60, 39 chains 76 links, containing 242 acres of land, more or less, and being the same land conveyed by deed dated the 12th day of September, 1815 by Joseph Ellicott, Atty. to Samuel J. Smith and recorded in Liber 2 of Deeds at page 55, Chautauqua County.

EXCEPTING AND RESERVING from the above tract of land the several pieces sold to the following persons: One hundred acres to Alban Smith, from the south side of said tract to Caleb Burton 2 acres near the southwest corner; 5 acres now or formerly occupied by one Brown on the northwest corner; and ten acres now or formerly occupied by James Ross; and 20 acres sold by Samuel J. Smith to James Berry; leaving 105 acres of land.

EXCEPTING AND RESERVING therefrom all of said property lying and being situate west of the Dennison Road, so-called.





CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: DE2016001699

Receipt#: 201606152109  
 Clerk: AH  
 Rec Date: 02/23/2016 01:46:23 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 7  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: PEDRICO BRETT MITCHELL  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: HANOVER

Recording:

Cover Page	5.00
Recording Fee	52.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 82.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 82.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016002609  
 Consideration: 500.00

Total: 0.00

Record and Return To:

RES AMERICIAS INC  
 11101 W 120TH AVE SUITE 400  
 BROOMFIELD CO 88021

WARNING\*\*\*

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

Larry Barmore  
 Chautauqua County Clerk

**EXHIBIT D TO WIND ENERGY GROUND LEASE**

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of December 23, 2015, by and between Brett Mitchell Pedrico ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4.23, Term. The Development Term of the Lease is seven (7) years, commencing on Dec 14 2015 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. Successors and Assigns. Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

Loretta L. Pedrico


Brett Mitchell Pedrico

By: Loretta L. Pedrico, his attorney-in-fact

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
its Manager

By:   
Name: Rob Woodman  
Title: Chief Strategy Officer

STATE OF )  
 )  
COUNTY OF )

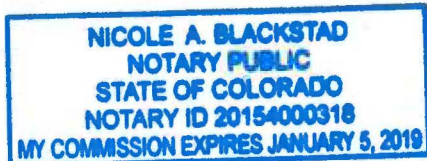
On the \_\_\_ day of \_\_\_\_\_ in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Loretta L. Pedrico, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**SEE ATTACHED FOR OFFICIAL NOTARIZATION** \_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 23<sup>rd</sup> day of ~~November~~ <sup>December</sup> 2015 before me, the undersigned, a notary public in and for said state, personally appeared Ros Mireman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Nicole A. Blackstad  
Notary Public



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

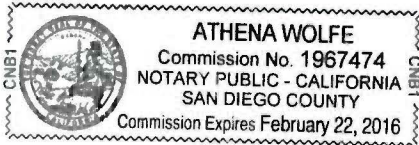
State of California )  
County of San Diego )

On December 14, 2015 before me, Athena Wolfe, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Loretta L. Pedrico  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Memorandum Lease Document Date: 14 Dec 2015  
Number of Pages: 5 Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Loretta L. Pedrico  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

All that ~~Tract or Parcel~~ of Land, situate in the Town of Haveres, County of Chautauque and State of New York, being part of Lot 41, Township 6, Range 10, of the Holland Land Company's Survey, bounded as follows: BEGINNING at a point in the centerline of Empire Road, 756.15 feet southerly from its point of intersection with the north line of said Lot 41; thence running southeasterly, and along the said centerline of Empire Road, at an interior angle of  $28^{\circ} 57'$ , 207.85 feet to a point; then, and still continuing southeasterly along the said centerline of Empire Road, at an interior angle of  $122^{\circ} 13'$ , 404 feet to a point; then running westerly, at an interior angle of  $111^{\circ} 32'$ , on a line parallel to the south line of said Lot 41, 638.72 feet to a point in the westerly line of lands previously divided by the grantor herein to Valentine by Warranty Deed dated October 10, 1975 and recorded in Chautauque County Clerk's Office in Liber 1598 of Books at Page 198 on the 20th day of October 1975; then running northerly, at an interior angle of  $20^{\circ} 26'$ , and along the said westerly line of Valentine, 575.26 feet to a point which is 542.24 feet southerly from a point in the center line of Route 39 and the north line of said Lot No. 41; running thence westerly at an interior angle of  $99^{\circ} 50'$ , 837.80 feet on a line parallel to the north line of said Lot 41 to the point or place of beginning being 10 acres of land by the same more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: DE2016004263

Receipt#: 201606162315

Clerk: AH

Rec Date: 07/13/2016 12:36:57 PM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 7

Rec'd Frm: RES AMERICA

Party1: ROBINSON VALERIE A

Party2: BALL HILL WIND ENERGY LLC

Town: HANOVER

Recording:

Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 80.00

Transfer Tax	
Transfer Tax	8.00

Sub Total: 8.00

Total: 88.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016004539  
 Consideration: 1719.00

Transfer Tax	8.00
--------------	------

Total: 8.00

Record and Return To:

RES AMERICAS INC  
 330 SECOND AVE S  
 SUITE 820  
 MINNEAPOLIS MN 55401

WARNING\*\*\*

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

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

Larry Barmore  
Chautauqua County Clerk



MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
Attn: Legal Department  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of Mar 31, 2016, by and between Valerie A. Robinson and Jacquelyn M. Kerstetter, as Joint Tenants and Not Tenants in Common ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on MAY 31 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:


By: Valerie A. Robinson  
Name: Valerie A Robinson

By: Jacquelyn M. Kerstetter  
Name: Jacquelyn M. Kerstetter

TENANT:


Ball Hill Wind Energy, LLC,  
a Delaware limited liability company

By: RES America Developments Inc.,  
a Delaware corporation,  
its Manager

By:   
Name: PETER ROOD  
Title: VICE PRESIDENT

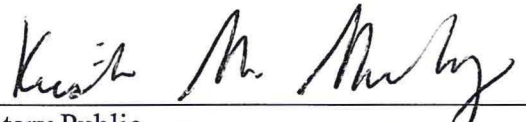
STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of May in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Valerie A. Robinson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public **KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

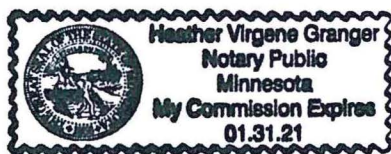
On the 19<sup>th</sup> day of May in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Jacquelyn M. Kerstetter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public **KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF MINNESOTA )  
 )  
COUNTY OF HENNEPIN )

On the 31<sup>st</sup> day of May in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared PETER ROOD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua and State of New York, being a part of a certain township, which on a map or survey of divers tract or townships of land of the Holland Land Company, made by Joseph Ellicott is distinguished by the Northwest part of Lot 44 in the 6<sup>th</sup> township, bounded West by Lot Number Fifty-Two, 30 chains 5 links North by Lot Number 45, 16 chains 64 links, East by a line parallel to the West bounds of said Lot No. 44, 30 chains, 5 links and South by land heretofore deeded to Polly Bentley 16 chains, 64 links.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town, County and State aforesaid being the Southwest part of Lot Number 44, Town 6, range Ten of the Holland Land Company's bounded North by a line parallel to the North bounds of said Lot Number 44, at the distance of 30 chains Five links South therefrom, 16 chains, 64 links, East by a line parallel to the West bounds of said Lot Number 44, 29 chains 94 links, South by Lot No. 43, 16 chains, 64 links and West by Lot Number 52, 29 chains 90 links.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town, County and State aforesaid, being a part of Lot 44, Town 6, range Ten of the Holland Land Company's survey bounded as follows:

BEGINNING 16 chains 64 links East of the Southwest corner of Lot 44;

THENCE North, 21 chains 67 links;

THENCE East, 12 chains 64 links;

THENCE South, 21 chains 67 links to the South line of Lot 44;

THENCE West, 12 chains 46 links to the place of BEGINNING. Bounded on the West by land deeded by Dennison to Chandler Scott, on the North by Dennison's Road, on the East by land owned by Dennison and on the South by the South line of the lot.

ALSO, ALL THAT OTHER TRACT OF LAND, situate in the Town, County and State aforesaid, being a part of Lot 44, bounded South by land deeded by the Holland Land Company to Joseph Dennison, 26 chains 15 links, Westerly by land conveyed by said Company to Polly Bentley 19 chains 3 links, North by a line parallel to the first mentioned line 26 chains 41 links and East by a line parallel to the East bounds of said Lot 44, at the distance of 16 chains 66 links West therefrom 19 chains 3 links.

ALL THAT OTHER TRACT OF LAND, situate in the Town, County and State aforesaid, being a part of Lot 44, Town 6, range Ten of the Holland Land Company's Survey, bounded as follows:

BEGINNING at a point, 16 chains 64 links East and 21 chains 45 links North from the Southwest corner of said lot;

THENCE East bounded by land of David Bentley, 12 chains 64 links;

THENCE North, 70 links;

THENCE West parallel to the South line, 12 chains 64 links;

THENCE South, 70 links to the place of BEGINNING.

TOGETHER with the right of way to and from said premises over a certain private road known and distinguished as a private road for Joseph Dennison, laid out by the Commissioners of Highway of the Town of Hanover on the 13<sup>th</sup> day of September, being 16 chains 64 links East of the Northwest corner of said Lot 44;

THENCE South on Bentley's East line, 24 chains 54 links to a maple tree at the foot of the hill;

THENCE South 14 ½ degrees West, 2 chains 54 links to a stake at the top of the hill;

THENCE South 14 degrees East, 2 chains 17 links;

THENCE South, 9 chains 50 links to the North line of land owned by J. Dennison the same being Ten rods wide.

EXCEPTING therefrom land deeded by Polly Osborne formerly Polly Bentley to the New York and Erie Railroad Company by deed recorded November 2, 1850 in Liber 50 of Deeds at Page 303, also lands deeded by Polly Osborne to Mary Ann Drake by deed recorded May 16, 1865 in Liber 105 of Deeds at Page 275 and lands deeded by Francis Drake and others to Adams M. Paul by deed recorded April 3, 1868 in Liber 120 of Deeds at Page 567.

EXCEPTING AND RESERVING therefrom land deeded from Margaret Olsen Individually and as Sole Survivor of Harry Olsen to Valerie A. Robinson by Deed dated April 12, 2000 and recorded in the Chautauqua County Clerk's Office on June 16, 2000 in Liber 2443 of Deeds at Page 768.

ALSO EXCEPTING AND RESERVING therefrom land deeded from Margaret Olsen, Individually and as Sole Survivor of Harry Olsen to Jacquelyn Kerstetter by deed dated April 12, 2000 and recorded in the Chautauqua County Clerk's Office on June 19, 2000 in Liber 2443 of Deeds at Page 950.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: DE2016001946

Receipt#: 201606153115

Clerk: AH

Rec Date: 03/09/2016 11:03:31 AM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 7

Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: VALENTINE DAVID N

Party2: BALL HILL WIND ENERGY LLC

Town: HANOVER

Recording:

Cover Page	5.00
Recording Fee	52.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 82.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 82.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016002792  
 Consideration: 500.00

Total: 0.00

Record and Return To:

RES AMERICIAS INC  
11101 CW 120TH AVE SUITE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

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

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

Larry Barmore  
Chautauqua County Clerk

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of February 9, 2016, by and among David N. Valentine and Lois F. Valentine, as to a life estate, and Reid Valentine, as to the remainder ("*Landlord*"), and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for



a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on February 9, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Reid Valentine  
Name: Reid Valentine

By: David N. Valentine  
Name: David N. Valentine

By: Lois F. Valentine  
Name: Lois F. Valentine

TENANT:

**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By: Bob Morgan  
Name: Bob Morgan

Title: Chief Strategy Officer

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 9<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Reid Valentine, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public **KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 9<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared David N. Valentine, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

**KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )


On the 9<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Lois F. Valentine, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

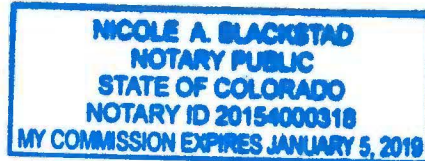
  
Notary Public

**KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO            )  
  )  
COUNTY OF BROOMFIELD        )

On the 6<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Rob Morgan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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



## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

*All That Tract or Parcel of Land*, situate in the Town of Hanover, County of Chautauqua and State of New York, being part of Lot 41, Township 6 and Range 10 of the Holland Land Company's Survey, bounded and described as follows:

**Beginning** at a point in the north line of Lot 41, which is also the centerline of Route 39, which is 865.0 feet westerly from its point of intersection with the east line of lot 41; running then southerly on a line parallel with the east line of Lot 41, 543.65 feet to a point; then westerly on a line parallel to the north line of Lot 41, 480.78 feet; then northerly on a line parallel with the east line of Lot 41 and the first course herein mentioned 543.65 feet to a point in the north line of Lot 41; then easterly along said north line 480.78 feet to the point or place of beginning, being 6.0 acres more or less.

**BEING INTENDED** to describe the same premises conveyed in a deed dated December 28, 1990 and recorded in the Chautauqua County Clerk's Office on January 3, 1991 at Liber 2239 of Deeds at page 542

*Also All That Tract or Parcel of Land*, situate in the Town of Hanover, County of Chautauqua and State of New York, being a part of Lot 41, Township 6, Range 10 of the Holland Land Company's Survey, bounded and described as follows:

**Beginning** at a point in the centerline of Route 39 where the same intersects the east line of Lot 41; running then southerly, at an interior angle of 89 degrees, 50 minutes along the said east line of Lot 41 and also lands of Loren Valentine, 1514.10 feet to a point which is 1503.72 feet easterly from a point in the centerline of Empire Road; running then westerly at an interior angle of 90 degrees, 26 minutes, 865 feet to a point; running then northeasterly at an interior angle of 89 degrees, 34 minutes, 1518.20 feet to a point in the said centerline of Route 39; running then easterly at an interior angle of 90 degrees, 10 minutes and along the said centerline of Route 39, 865 feet to the point or place of beginning, being 30.03 acres be the same more or less according to survey made by George B. Brown, L.S. dated October 2, 1975.

**BEING INTENDED** to describe the same premises conveyed in a deed dated October 10, 1975 and recorded in the Chautauqua County Clerk's Office on October 20, 1975 at Liber 1588 of Deeds at page 198.

Premises: 917 Route 39, Forestville, NY 14062  
SBL: 117.00-2-4, 5, 6, 7 & 8



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: DE2016001947

Receipt#: 201606153115

Clerk: AH

Rec Date: 03/09/2016 11:03:31 AM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 6

Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: VALENTINE DAVID N

Party2: BALL HILL WIND ENERGY LLC

Town: HANOVER

Recording:

Cover Page	5.00
Recording Fee	47.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 77.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 77.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016002793  
 Consideration: 500.00

Total: 0.00

Record and Return To:

RES AMERICIAS INC  
 11101 CW 120TH AVE SUITE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

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

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

Larry Barmore  
Chautauqua County Clerk

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of February 9, 2016, by and between David N. Valentine and Lois F. Valentine, as husband and wife ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on February 9, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.



IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: David N. Valentine  
Name: David N. Valentine

By: Lois F. Valentine  
Name: Lois F. Valentine

TENANT:

**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By: [Signature]  
Name: Rob Wozniak

Title: CHIEF STRATEGY OFFICER

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 9<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared David N. Valentine, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public  
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 9<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Lois F. Valentine, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kristin M. McCarthy  
Notary Public  
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 8<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Rob Morgan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Nicole A. Blackstad  
Notary Public  
NICOLE A. BLACKSTAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019

## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

THAT TRACT OR PARCEL OF LAND situate in the Town of Hanover, County of Chautauqua and State of New York being part of Lot 33, Township 6 and Range 10 of the Holland Land Company's Survey, and more particularly described as follows: Beginning on the centerline of New York State Route 39 at the northwesterly corner of Lot No. 33 of the Holland Land Company's Survey; thence easterly a distance of 396 feet along said centerline to a point; thence southerly at an exterior angle of 90 degrees 04 minutes a distance of 3300 feet to a point; thence easterly at an exterior angle of 89 degrees 56 minutes a distance of 264 feet to a point; thence southerly at an interior angle of 89 degrees 56 minutes a distance of 702.8 feet to an iron pin on the southerly line of said Lot No. 33; thence westerly at an interior angle of 88 degrees 50 minutes a distance of 660 feet along said southerly line of Lot No. 33 to the iron pin on the southwest corner thereof; thence northerly at an interior angle of 91 degrees 10 minutes a distance of 3988.6 feet along the westerly line of said Lot No. 33 to the point or place of beginning, and passing through an existing iron pin located a distance of 33 feet southerly along the last described course from said centerline of New York State Route 39, and containing 40.5 acres of land more or less.

THAT TRACT OR PARCEL OF LAND situate in the Town of Hanover, County of Chautauqua and State of New York being part of Lot 33, Township 6 and Range 10 of the Holland Land Company's Survey, and more particularly described as follows: Beginning on the centerline of New York State Route 39 at the northwesterly corner of Lot 33 of the Holland Land Company's Survey; thence easterly a distance of 158.8 feet along said centerline to a point; thence southerly at an exterior angle of 91 degrees 43 minutes a distance of 178.7 feet to an iron pin, and passing through an iron pin located a distance of 33 feet southerly along the last described course from said centerline of New York State Route 39; thence southwestwardly at an exterior angle of 247 degrees 12 minutes a distance of 58 feet to an iron pin; thence southerly at an exterior angle of 111 degrees 09 minutes a distance of 141.5 feet to an iron pin; thence westerly at an interior angle of 96 degrees 04 minutes a distance of 99.8 feet to an iron pin on the westerly line of said Lot 33; thence northerly at an interior angle of 89 degrees 36 minutes a distance of 333 feet along the westerly line of said Lot 33 to the point or place of beginning, passing through an iron pin located a distance of 33 feet southerly along the last described course from said centerline of New York State Route 39, and containing 1 acre of land more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016002427

Receipt#: 201606155333  
 Clerk: AH  
 Rec Date: 04/07/2016 01:41:09 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA

Party1: DOUBLE A VINEYARDS LAND HOLDINGS LLC  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: HANOVER

Recording:

Cover Page	5.00
Recording Fee	45.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 75.00

Transfer Tax	
Transfer Tax	6.00

Sub Total: 6.00

Total: 81.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016003144  
 Consideration: 1057.00

Transfer Tax	6.00
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Total: 6.00

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE SUITE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

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

Larry Barmore  
 Chautauqua County Clerk

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of March 2, 2016, by and between Double A Vineyards Land Holdings LLC ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on March 2, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

Double A Vineyards Land Holdings LLC

By: 

Name: Dennis J. Rak

Title: President

TENANT:

Ball Hill Wind Energy, LLC

a Delaware limited liability company

By: RES America Developments, Inc.  
its Manager

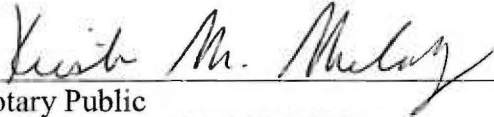
By: 

Name: Brian Evans

Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 2<sup>nd</sup> day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Dennis J. Rak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

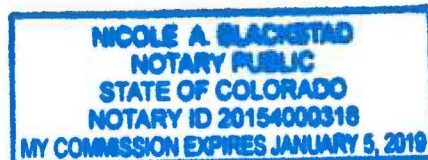
  
\_\_\_\_\_  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 1<sup>st</sup> day of MARCH in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their capacity(ies), and that by his\her\their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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





## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hanover, County of Chautauqua and State of New York, being the east part of Lot 53 and part of Lot 45, in the Sixth Township and Tenth Range of Townships of the Holland Land Company's Survey by Joseph Ellicott; bounded and described as follows:

COMMENCING six chains and seventy-four links west of the southeast corner of Lot No. 53, at the center of the highway leading from Forestville to Irving; thence along the center of the highway north 24 degrees east to land owned by Parley Griswold; thence west eight chains and nine links to the east line of said lot 53; thence north twenty-six chains and eighty eight links to the northeast corner of said lot 53; thence west sixteen chains and eight links along the north line of said lot; thence south sixty chains and thirty-seven links on a line parallel to the east line of said lot, to the south line of said lot; thence east nine chains and thirty-four links to the place of beginning, containing about one hundred acres be the same more or less.

EXCEPTING AND RESERVING THEREFROM, All that piece or parcel of property conveyed by deed from Anthony Domenico to Chautauqua County recorded in Liber 900 of Deeds at Page 402, Liber 900 of Deeds at page 405 and Liber 900 of Deeds at page Page 408. ALSO EXCEPTING all that tract or parcel of land, situate in the Town of Hanover, County of Chautauqua and State of New York, being the east part of Lot 53 and part of Lot 45, in the 6th Township and 10th Range of Townships of the Holland Land Company's Survey by Joseph Ellicott, bounded and described as follows:

Commencing at the intersection of the center line of King Road and Dennison Road a distance of 205.5 feet to a point; thence westerly at an interior angle of 54 degrees 40' through an iron pin located in the west bounds of Dennison Road 393.7 feet to an iron pin; thence southerly at an interior angle of 90 degrees 00' a distance of 169.8 feet and passing through an iron pin to the center line of said King Road; thence easterly at an interior angle of 89° 30' along the center line of King Road, a distance of 274.7 feet to the point or place of beginning.

ALL THAT TRACT OR PARCEL OF LAND,, situate in the Town of Hanover, County of Chautauqua and State of New York, being part of Lot 53 in the 6th Township and 10th Range according to a survey of the Holland Land Company's lands and more particularly described as follows:

BEGINNING at the iron pin in the southerly line of Lot 53, said iron pin being located 1061.28 feet westerly along said southerly line from the southeasterly corner of Lot 53; thence continuing westerly along said southerly line 273.57 feet to an iron pin; thence northerly at an angle of 91 degrees 18' when measured in the northeasterly quadrant 956.56 feet to a point in the center line of King Road as now laid out and occupied, and passing through an iron pin located 24.75 feet southeasterly rectangular measurement from said centerline; thence northeasterly at an angle of 101 degrees 31' when measured in the southeasterly quadrant 279.15 feet along said centerline to a point; thence southerly parallel to the second described course 1018.5 feet to the point or place of beginning, and passing through an iron pin located 24.75 feet southeasterly by rectangular measurement from said centerline of King Road.

AND FURTHER EXCEPTING THEREFROM All that piece or parcel of land conveyed to the County of Chautauqua by deed recorded June 22, 1994 in Liber 2313 of Deeds at Page 407.