



May 24, 2019

Irrevocable Standby Letter of Credit Reference No: LBCMNY2019075

To: Town of Cherry Creek
6845 Main Street
P.O. Box 98
Cherry Creek NY 14723
Attn: Town Supervisor

Lloyds Bank Corporate Markets plc
1095 Avenue of the Americas
34th Floor
New York, NY 10036

Tel 212 450 0800
Email NY-LC@lbusa.com

Dear Sir/Madam

We hereby issue our Irrevocable Standby Letter of Credit in your favor.

Beneficiary: Town of Cherry Creek
6845 Main Street
P.O. Box 98
Cherry Creek NY 14723

Account Party: Cassadaga Wind LLC
1251 Waterfront Place, 3rd Floor
Pittsburgh PA 15222

Date of Expiry: May 24, 2020

Amount: USD \$4,560,000.00 (Four Million Five Hundred Sixty Thousand And 00/100 United States Dollars)

This Irrevocable Standby Letter of Credit (the "Letter of Credit") is issued for the account of obligor, Innogy SE, Opernplatz 1, Essen, 45128, Germany and for the account of Cassadaga Wind LLC, 1251 Waterfront Place, 3rd Floor, Pittsburgh, PA 15222 (the "Account Party").

Funds under this Letter of Credit are available against presentation of the Beneficiary's signed and dated statement, stating our Letter of Credit reference number, the amount of the demand and reading as follows:

"We are hereby drawing in the amount of USD..... under Lloyds Bank Corporate Markets plc Letter of Credit number LBCMNY2019075 as Cassadaga Wind LLC has failed to fulfill the terms of Decommissioning Agreement between the Town of Cherry Creek and Cassadaga Wind LLC executed on April 18, 2019."

It is a condition of this Letter of Credit that it shall be automatically extended without amendment for additional one (1) year periods from the present or each future expiration date, unless at least sixty (60) days prior to the then current expiry date we send notice in writing to you by courier at the above address, that we elect not to automatically extend this Letter of Credit for any additional period ("Notice of Non-Extension"). However in any event this Letter of Credit shall not be extended beyond the final expiry date of May 24, 2024.

This Letter of Credit is nontransferable.



This Letter of Credit may be cancelled prior to expiry provided the original Letter of Credit and amendments, if any, are returned to us together with a statement signed by the Beneficiary stating that the attached Letter of Credit is no longer required and is being returned to the issuing bank for cancellation.

We engage with you that presentations made under and in conformity with the terms and conditions of this credit will be duly honored if presented on or before its expiration at our counters located at Lloyds Bank Corporate Markets plc, attention Letter of Credit Department, 1095 Avenue of the Americas, 34th Floor, New York, New York, 10036. All payments due hereunder shall be made by wire transfer to the Beneficiary's account per their instructions. All documents presented must be in English.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the "UCP") and to the extent not covered by the UCP the laws of the State of New York.

Please address all correspondence regarding this Letter of Credit to Lloyds Bank Corporate Markets plc, attention Letter of Credit Department, 1095 Avenue of the Americas, 34th Floor, New York, New York, 10036, including the Letter of Credit number mentioned above.

Sincerely,

Lloyds Bank Corporate Markets plc


Authorized Representative

Joel Slomko
Assistant Vice President
Transaction Execution
Category A
S088


Authorized Representative

Dennis McClellan
Vice President
Operations
M040



May 24, 2019

Irrevocable Standby Letter of Credit Reference No: LBCMNY2019076

To: Town of Charlotte
8 Lester Street
P.O. Box 98
Sinclairville, NY 14782
Attn: Town Supervisor

Dear Sir/Madam

We hereby issue our Irrevocable Standby Letter of Credit in your favor.

Beneficiary: Town of Charlotte
8 Lester Street
P.O. Box 98
Sinclairville, NY 14782

Account Party: Cassadaga Wind LLC
1251 Waterfront Place, 3rd Floor
Pittsburgh PA 15222

Date of Expiry: May 24, 2020

Amount: USD \$3,440,000.00 (Three Million Four Hundred Forty Thousand And 00/100 United States Dollars)

This Irrevocable Standby Letter of Credit (the "Letter of Credit") is issued for the account of obligor, Innogy SE, Opernplatz 1, Essen, 45128, Germany and for the account of Cassadaga Wind LLC, 1251 Waterfront Place, 3rd Floor, Pittsburgh, PA 15222 (the "Account Party").

Funds under this Letter of Credit are available against presentation of the Beneficiary's signed and dated statement, stating our Letter of Credit reference number, the amount of the demand and reading as follows:

"We are hereby drawing in the amount of USD..... under Lloyds Bank Corporate Markets plc Letter of Credit number LBCMNY2019076 as Cassadaga Wind LLC has failed to fulfill the terms of Decommissioning Agreement between the Town of Charlotte and Cassadaga Wind LLC executed on April 17, 2019."

It is a condition of this Letter of Credit that it shall be automatically extended without amendment for additional one (1) year periods from the present or each future expiration date, unless at least sixty (60) days prior to the then current expiry date we send notice in writing to you by courier at the above address, that we elect not to automatically extend this Letter of Credit for any additional period ("Notice of Non-Extension"). However in any event this Letter of Credit shall not be extended beyond the final expiry date of May 24, 2024.

Lloyds Bank Corporate Markets plc
1095 Avenue of the Americas
34th Floor
New York, NY 10036

Tel 212 450 0800
Email NY-LC@lbusa.com



This Letter of Credit is nontransferable.


This Letter of Credit may be cancelled prior to expiry provided the original Letter of Credit and amendments, if any, are returned to us together with a statement signed by the Beneficiary stating that the attached Letter of Credit is no longer required and is being returned to the issuing bank for cancellation.

We engage with you that presentations made under and in conformity with the terms and conditions of this credit will be duly honored if presented on or before its expiration at our counters located at Lloyds Bank Corporate Markets plc, attention Letter of Credit Department, 1095 Avenue of the Americas, 34th Floor, New York, New York, 10036. All payments due hereunder shall be made by wire transfer to the Beneficiary's account per their instructions. All documents presented must be in English.

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Lloyds Bank Corporate Markets plc


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