

WIND PROJECT GOOD NEIGHBOR AGREEMENT

This WIND PROJECT GOOD NEIGHBOR AGREEMENT (this “Agreement”) is made, dated and effective as of March 19, 2019 (the “Effective Date”), by and between MARTIN E. OEHLBECK and LORRAINE M. OEHLBECK, as tenants by the entirety, with an address of 3360 Brown Hill Road, Cohocton, NY 14826 (“Grantor”) and BARON WINDS LLC, a Delaware Company with an address of 1251 Waterfront Place, 3rd Floor, Pittsburgh, PA 15222 (“Grantee”). Grantor and Grantee may hereafter be referred to as, together, the “Parties” and each, a “Party.”

RECITALS

- A. WHEREAS, Grantor is the owner of a certain parcel of land located at Town of Cohocton, County of Steuben, State of New York, identified as Tax Map Parcel No. 83.00-01-024.113, being further described in a Deed recorded in the Steuben County Clerk’s Office in Deed Book 1844, Page 37 and Deed Book 2403, Page 24, being further legally described in Exhibit A attached hereto, and by this reference incorporated herein (“Grantor’s Property”);
- B. Grantee has filed an Application pursuant to Public Service Law Article 10 with the Department of Public Service to obtain a Certificate of Environmental Compatibility and Public Need from the New York State Board on Electric Generation Siting and the Environment, Case No. 15-F-0122, (“Article 10 Process”) to construct a wind-powered electric generating facility in the Towns of Cohocton, Dansville, Fremont and Wayland in Steuben County, New York (the “Wind Project”).
- C. Grantee expects that some of the Wind Project improvements, including but not limited to, wind turbine generators, including associated towers, foundations, and support structures and substation located to the south of Grantee’s Property (collectively the “Generating Units”) and necessary appurtenances for the Wind Project will be installed on land near, but not adjacent to Grantor’s Property (the “Wind Project Property”), in accordance with the project design as described in the Grantee’s Application for an Article 10 Certificate expected to be granted in 2019 (the “Article 10 Certificate”); and
- D. WHEREAS, although no Generating Units or necessary appurtenances are planned for Grantor’s Property or immediately contiguous properties, Grantee wishes to obtain certain rights, waivers and privileges from Grantor, as well as from other landowners who are neighbors of the Wind Project, for the benefit of the Wind Project.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto and other valuable consideration, the receipt and sufficiency which is hereby acknowledged, and the terms and conditions set forth in this Agreement, Grantor and Grantee hereby agree as follows:

1.
pri

2. Grantor's Waivers. The Generating Units may exceed the noise limitations or shadow flicker limitations that may be imposed by any local law, the Article 10 Certificate or New York State zoning, building, subdivision or land development laws, regulations and/or governmental approvals ("Noise Limitations").

As part of the compensation set forth in Section 1 above:

- a) Grantor consents to Grantee's location of Generating Units installed pursuant to the Article 10 Certificate, so long as the Generating Units are installed in accordance with the sound levels proposed in the Grantee's Application for an Article 10 Certificate as of March 19, 2019.
- b) To the extent that Grantee leases or holds an Easement or lease over land near to, but not adjacent to, Grantor, and has installed or constructed or desires to install or construct Generating Units on said land near, but not adjacent to, near the Grantor's Property, Grantor hereby waives the Noise Limitations or shadow flicker standards that may exceed the standards set forth above.
- c) Grantor shall, without demanding consideration therefore, provide such public support by submitting a legal brief in support of withdrawing testimony in connection with the Article 10 Process and, if necessary, withdrawing Grantor's motion for additional funds. Concurrently, Grantee will withdraw any motion to strike testimony of Grantor's witnesses as moot.

- d) Notwithstanding the grant of the Easements contained in Section 3, Grantor understands and has been informed by Grantee that by this Agreement, Grantor has the right to cause on, over and across the Grantor's Property or as an indirect or direct result of Grantee's activities on the Grantor's Property in connection with the Project, such noise, audio, visual, view, light, vibration, air turbulence, wake, electromagnetic, television reception, shadow flicker or weather created hazards including ice (collectively, the "Consequences") or any other effect of any kind whatsoever as a result of such Consequences transmitted by or from the presence and operations of (a) the Generating Units on the Project and (b) each Project, now known or hereafter designed and used for the generation of electricity by wind powered turbines and the transmission of such electricity (collectively, the "Effects"). Grantor, for itself, its heirs, administrators, executors, successors and assigns, does hereby waive, remise and release any right, claim or cause of action which it may now have or which it may have in the future against Grantee as a direct or indirect result of said Effects.
 - e) Project Impact. Grantee recognizes that Grantor due to its location next to construction areas may be temporarily inconvenienced by construction noise and dust. Additionally, construction traffic in some areas may inconvenience Grantor or require Grantor to travel by unaccustomed routes to avoid construction traffic. Grantor acknowledges Grantee has informed Grantor of the potential impacts of construction and agrees the compensation provided in this Agreement is adequate for the impacts described.
3. Grant of Easements. Grantor irrevocably grants to Grantee, the following exclusive easements ("Easements") that will affect Grantor's Property on the terms and provision hereafter set forth:
- a) An easement, right and entitlement affecting Grantor's Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on the Project pursuant to the Article 10 Certificate or (b) facilities now or hereafter located on the Wind Project Property pursuant to the Article 10 Certificate. It is expressly recognized that the Easements as defined herein and throughout this Agreement do not include any other express or implied interest.
 - b) Term. The easements shall expire at the earlier of the time when the Wind Project's decommissioning commences, or when all commercial operation ceases at the Wind Project for a continuous two year period.
 - c) No right to trespass. The Easement shall not include a right to physically enter the Grantors' Property without the Grantor's prior written permission.

4. Grantor's Reserved Rights. Nothing contained in this Agreement shall limit Grantor's right to use Grantor's Property for any residential, recreational and/or commercial use, provided same does not unreasonably interfere with the Wind Project. Grantor may sell, mortgage, assign or convey away all or part of Grantor's interest in Grantor's Property without consent of Grantee, but any conveyance shall be subject to the terms of this Agreement.

5. Termination. The Agreement shall not be terminable by Grantor. Grantee shall have the right to terminate the Agreement at any time by giving written notice of termination to Grantor if Grantee abandons the Project. The abandonment of the Project shall mean the Project is not operational for a continuous two (2) year period, provided however, Grantor acknowledges that the two (2) year period does not commence until the Project has achieved commercial operation under the applicable power purchase contract(s) associated with the Project. Grantee shall not have the right to terminate this Agreement so long as any Generating Unit has been constructed in connection with the Project unless such all such Generating Unit have been decommissioned and removed. Upon termination of this Agreement, no additional payments shall be due from Grantee. Upon termination of this Agreement, Grantee shall record a termination of this Agreement or other appropriate document in the Steuben County Clerk's Office, New York.

6. Right To Assign.

- a) Grantee shall have the absolute right at any time and from time to time, without obtaining Grantor's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "Transfer"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "Lender's Lien"). As used herein, the term "Lender" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Grantee's Project, Generating Units or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Grantee in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Grantee's then-existing right, title and interest under this Agreement. Any member of Grantee shall have the right from time to time without Grantor's consent to transfer any membership interest in Grantee to one or more persons or entities. Notwithstanding the foregoing, Grantor shall not cause or permit Grantor's Property to be encumbered by any mechanic's lien and shall, on ten days' written notice, cause any mechanic's lien filed by a Lender on Grantor's Property to be paid and extinguished. Moreover, Grantee shall provide to Grantor any release, partial release, or title curative related to this Agreement that is reasonable required by any lender or who provides financing to a transferee of the Grantor's Property

- b) Release From Liability. However, upon a Transfer of all of the then-Grantee's then-existing right, title or interest under this Agreement or in an Easement, the assigning Grantee shall be released from all of its obligations and liability under this Agreement and/or such Easement (as the case may be), so long as the assignee expressly assumes all obligations under this Agreement, in which event (a) the Grantee shall have no liability hereunder for the obligations that relates to or acts or omissions that occur after any period following the effective date of such assignment, and (b) from and after the effective date of such assignment, the assignee shall have all rights of Grantee hereunder, and all references to "Grantee" in this Agreement shall be deemed to mean the respective assignee. The Grantee will remain responsible for its obligations and liabilities in connection with any portion of this Agreement that is not expressly assumed by an assignee.
- c) Notice to Grantor. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 6(a), Grantee or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Grantor. Grantor hereby consents to the recordation of the interest of the Lender in the Steuben County Clerk's Office.

7. Default/Remedies.

- a) Default. The following events shall be considered "Events of Default" under this Agreement:
- (i) the failure of a Party (the "Defaulting Party") to pay any monetary obligation under this Agreement within thirty (30) days after receiving written notice from the other Party (the "Non-Defaulting Party") stating with particularity the nature and extent of such failure (a "Notice of Default"); and
 - (ii) the failure of the Defaulting Party to perform any non-monetary obligation under this Agreement within ninety (90) days after receiving a Notice of Default from the Non-Defaulting Party; provided, however, that if the nature or extent of the obligation or obligations is such that more than ninety (90) days are required, in the exercise of commercially reasonable diligence for performance of such obligation(s), there shall be no Event of Default as long as the Defaulting Party commences such performance within such ninety (90) day period and thereafter pursues the same to completion with commercially reasonable diligence.
 - (iii) Upon the occurrence and during the continuation of an Event of Default, the Non-Defaulting Party shall be entitled to exercise its remedies as provided herein.
- d) Remedies. Except as provided in Section 7(c), upon the occurrence and during the continuation of an Event of Default by a Defaulting Party, the Non-Defaulting Party may exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative. Without limiting the foregoing, such remedies shall include rights in favor of the Non-Defaulting Party (a) to pay or perform any

obligations of the Defaulting Party that have not been paid or performed as required hereunder, (b) to obtain subrogation rights therefor and immediate reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance, and (c) the right to elect to offset any amount due from the Defaulting Party to the Non-Defaulting Party against any amount due from the Non-Defaulting Party to the Defaulting Party.

- e) Limitation on Grantor's Rights of Termination. Notwithstanding any other provision of this Agreement or any rights or remedies which Grantor might otherwise have at law or in equity, Grantor shall not (and hereby waives the right to) commence any action or proceeding in which termination, cancellation, rescission or reformation of this Agreement is sought as a remedy, and Grantor shall be limited to seeking damages in the event of any failure by Grantee to perform its obligations hereunder; provided, however, that if Grantee fails to pay to Grantor, within thirty (30) days after the date such award becomes final and non-appealable, any damages awarded to Grantor by a court of competent jurisdiction, then Grantor may, subject to Lender's rights to additional time to cure set forth below, commence an action to terminate this Agreement.

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

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

- a) Cure. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Grantee after Grantee's receipt of a Notice of Default hereunder, plus, in each instance, the following additional time periods: (a) thirty (30) days in the event of any monetary Event of Default; and (b) sixty (60) days in the event of any non-monetary Event of Default; provided, however, that (a) such sixty (60)-day period shall be extended for the time reasonably required by the Lender to complete such cure, including the time required for the Lender to obtain possession of the Grantor's Property (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (b) the Lender shall not be required to cure those Events

of Default which are not reasonably susceptible of being cured or performed by such Party (“Non-Curable Defaults”). The Lender shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such Event of Default. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender (or its employees, agents, representatives or contractors) to complete such performance with all of the rights and privileges of Grantee. Grantor shall not terminate this Agreement prior to expiration of the cure periods available to a Lender as set forth above. Further, neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Agreement as long as any payment payable by Grantee are paid by the Lender in accordance with the terms thereof.

- b) Deemed Cure; Extension. If any Event of Default by Grantee under this Agreement cannot be cured without obtaining possession of all or part of the Easements, then any such Event of Default shall nonetheless be deemed remedied if: (i) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (ii) the Lender performs all other obligations as and when the same are due in accordance with the terms of this Agreement, as the case may be. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Grantee, as the case may be, from commencing or prosecuting the proceedings described above, then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.
- c) Liability. A Lender that does not directly hold an interest in this Agreement, or that holds a Lender's Lien, shall not have any obligation under this Agreement prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Agreement only for and during the period of time that such Lender directly holds such absolute title. Further, in the event that a Lender elects to (a) perform Grantee's obligations under this Agreement (b) acquire any portion of Grantee's right, title, or interest in the Grantor's Property or in this Agreement or (d) enter into a new agreement as provided in Section 12.5, then such Lender shall not have any personal liability to Grantor in connection therewith, and Grantor's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in this Agreement. Moreover, any Lender or other party who acquires the Easements pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Easements.
- d) New Agreement to Lender. In the event that this Agreement (a) terminates because of Grantee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Grantor shall, immediately upon written request from such Lender received

within ninety (90) days after any such event, at no cost to Grantor but without demanding additional consideration therefor, enter into a new agreement (as the case may be) in favor of such Lender, which new agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Grantee prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance, and continuing for the remaining term of this Agreement before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain the same interests in this Agreement as to which such Lender held a Lender's Lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) contain a grant to the Lender of Easements and (v) enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Grantor; and, until such time as such new agreement is executed and delivered, the Lender may enjoy its rights under this Agreement as if this Agreement were still in effect. If more than one Lender makes a written request for a new agreement pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.

- e) Lender's Consent. Notwithstanding any provision of this Agreement to the contrary, neither Party shall agree to a modification or amendment of this Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien and (b) Grantor shall not accept a surrender of the Grantor's Property or any part thereof or a termination of this Agreement; in each such case without the prior written consent of each Lender of which Grantor has been given written notice.
- f) Further Amendments. At Grantee's request, Grantor shall amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Grantor under this Agreement, or extend the term of this Agreement. Further, Grantor shall, within ten (10) days after written notice from Grantee or any existing or proposed Lender, execute and deliver thereto a certificate to the effect that Grantor (a) recognizes a particular entity as a Lender under this Agreement and (b) will accord to such entity all the rights and privileges of a Lender hereunder.

9. Nondisturbance Agreement; Subordination. If Grantor's Property is subject to a mortgage as of the date of this Agreement, Grantor agrees to pay all obligations secured by such mortgage. Grantor agrees to promptly provide Grantee with a copy of any default notices that Grantor receives from its lender. The Grantor, at the request of Grantee, shall use its best efforts to obtain a consent, nondisturbance agreement or similar agreement from the holders of any mortgages, deeds of trust or other liens secured by or against the Grantor's Property on the Effective Date, in form and substance reasonably acceptable to Grantee. At Grantor's option, this Agreement shall be subordinate to any future mortgage, deed of trust or other security interest (a "Mortgage") by Grantor which from time to time may encumber all or part of the

Grantor's Property; provided, however, as a condition precedent to Grantee being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, Grantor shall obtain for Grantee's benefit a non-disturbance and attornment agreement for Grantee's benefit in the form reasonably satisfactory to Grantee, and shall recognize Grantee's rights under this Agreement so long as Grantee is not in default of this Agreement beyond applicable notice and cure periods. Any liens other than a Mortgage placed on the Grantor's Property by Grantor or any person claiming by or through Grantor after the Effective Date shall be subject and subordinate to this Agreement and the Easements, whether or not stated in such lien.

10. Indemnification/No Consequential Damages.

- a) Indemnification. Grantee(the "**Indemnifying Party**") shall defend, indemnify and hold harmless the Grantor and such other Party's affiliates and its and their shareholders, partners, other equity holders, employees, directors, officers, agents, representatives and Lenders (each, an "**Indemnified Party**") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consultants' fees, court costs and litigation expenses, under any theory of law including but not limited to tort, contract, or strict liability (collectively, "**Claims**"), suffered or incurred by such Indemnified Party, arising from (a) physical damage to the Indemnified Party's property; (b) physical injuries or death to or of the Indemnified Party or the public, to the extent caused by, or permitted to occur due to the negligence or greater fault of, the Indemnifying Party; (c) any breach of any covenant, and any failure of any representation or warranty to be true when made by the Indemnifying Party under this Agreement; (d) the presence or release of Hazardous Materials in, under, on or about the Wind Project Property that affects Grantor's Property, for which the Indemnifying Party is responsible hereunder; (e) any matter arising out of, in connection with, or relating to the Grantee's operations on or in the Project (f) the violation of any Law, including any Environmental Law, by the Indemnifying Party, except to the extent such Claim is caused by or arises from the negligence or willful misconduct of such Indemnified Party; provided, however, that an Indemnifying Party's duty to defend an Indemnified Party against a Claim shall continue until the Claim is finally resolved by final settlement or non-appealable judgment, even if the facts, allegations or liabilities underlying such Claim are in dispute, subject to the Indemnifying Party's right to reimbursement of the costs of such defense if it is finally determined that such Claim was not included in the scope of the Indemnifying Party's indemnification obligation under this Section 14. If an Indemnifying Party fails to undertake an Indemnified Party's defense with respect to a claim, the Indemnified Party shall have the right, but not the obligation, to undertake such defense itself, but the Indemnifying Party shall be liable for and shall reimburse the Indemnified Party for all costs incurred in defending against such Claim and shall continue to be liable for its obligation to indemnify such Indemnified Party for all Claims.
- b) No Consequential Damages. Notwithstanding anything to the contrary contained herein, the Parties hereby acknowledge and agree that it is the intent that, neither

Grantor nor Grantee, nor their respective officers, directors, partners, members, trustees, beneficiaries, shareholders, agents, employees, contractors or other representatives, shall be liable to the other Party or to its officers, directors, shareholders, partners, members, trustees, beneficiaries, agents, employees, contractors, successors, assigns or other representatives, for claims for consequential, incidental, special, indirect, punitive or exemplary damages of any nature connected with or resulting from performance or non-performance of this Agreement or any of the Easements, regardless of whether such claims are based upon negligence, strict liability, contract, operation of law or otherwise.

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

If to Grantee: Baron Winds LLC
1251 Waterfront Place, 3rd Floor
Pittsburgh, PA 15222

If to Grantor: Martin E. Oehlbeck & Lorraine M. Oehlbeck
3360 Brown Hill Road
Cohocton, NY 14826

With a copy to: Benjamin Wisniewski, Esq.
The Zoghlin group, PLLC
300 State Street, Suite 502
Rochester, New York 14626

If to any Lender: To the address(es) indicated in the notice(s)
to Grantor provided under Section 8

Grantor, Grantee and any Lender may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section by giving written notice of such change to the other Parties in the manner provided in this Section 11. Notwithstanding the foregoing, any amounts payable to Grantor under this Agreement shall be deemed to have been tendered to Grantor three (3) days after a check for the same (backed by sufficient funds), addressed to Grantor's address above, is deposited in the United States mail, first-class postage prepaid.

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

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

14. Overburdening. No act or failure to act on the part of Grantee, any person or entity claiming under Grantee, or the holder of any Easement shall be deemed to constitute an

abandonment, surrender or termination thereof, except upon recordation of a quitclaim deed specifically conveying the Easement back to Grantor and terminating this Agreement. Upon expiration or termination of this Agreement, Grantee shall execute and record said quitclaim deed. Nonuse in whole or in part of any Easement shall not prevent the future use of the entire scope of such Easement, and no Transfer, shall, separately or in the aggregate, constitute an overburdening of such Easement.

15. Covenants Running With The Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in the Agreement and are expressly intended to be, and shall be, covenants running with the land and shall be binding and a burden upon the Grantor's Property and each Parties' present or future estate or interest therein and upon. This Agreement shall bind and benefit each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns (including any Lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure). To the extent any of the provisions of this Agreement are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable as assignable and alienable easements in gross.

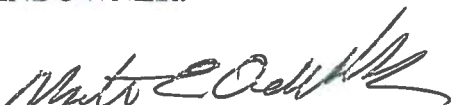
16. Recording. This Agreement, with the exception of the amount of the payments pursuant to Section 1 of this Agreement, shall be recorded in the Steuben County Clerk's Office by Grantee, at Grantee's expense. The Parties agree that Section 1 shall be redacted since it concerns payment obligations.

18. Confidentiality. The financial terms set forth in Section 1 of this Agreement shall be confidential, and shall not be disclosed to any Third Party without the express written consent of both the Grantor and the Grantee, except for as required by any court of competent jurisdiction. Any unauthorized disclosure of the terms of this Agreement shall be considered an act of Default pursuant to Sections 7 and 8 of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Wind Project Good Neighbor Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

LANDOWNER:



Martin E. Oehlbeck

Date: 03/19/2019



Lorraine M. Oehlbeck

Date: 03/19/2019

GRANTEE

By: Baron Winds LLC

By: IRUS WIND DEVELOPMENT LLC,
a Delaware limited liability company, its sole member

By: IRUS WIND HOLDINGS LLC,

a Delaware limited liability company, its sole member

By: INNOGY RENEWABLES US LLC,

a Delaware limited liability company, its sole member

By: _____

Name: Timothy B. Vought

Title: Senior Director of Development

By: _____

Name: Bonnie H. Pendergast

Title: Real Estate Manager, Projects

IN WITNESS WHEREOF, the Parties have caused this Wind Project Good Neighbor Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

LANDOWNER:

Martin E. Oehlbeck

Date: _____

Lorraine M. Oehlbeck

Date: _____

GRANTEE

By: Baron Winds LLC

By: IRUS WIND DEVELOPMENT LLC,
a Delaware limited liability company, its sole member

By: IRUS WIND HOLDINGS LLC,
a Delaware limited liability company, its sole member

By: INNOGY RENEWABLES US LLC,
a Delaware limited liability company, its sole member

By: _____

Name: Timothy B. Vought

Title: Senior Director of Development

By: _____

Name: Bonnie H. Pendergast

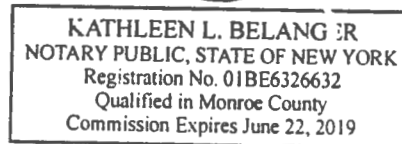
Title: Real Estate Manager, Projects

NOTARIAL ACKNOWLEDGMENTS

STATE OF NEW YORK)
 : SS.
COUNTY OF Monroe)

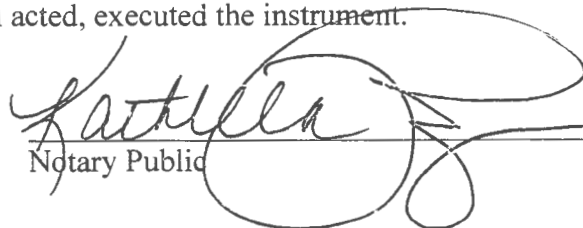
On the 19th day of March, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARTIN E. OEHLBECK**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

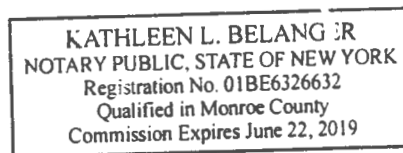

Notary Public



STATE OF NEW YORK)
 : SS.
COUNTY OF Monroe)

On the 19th day of March, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **LORRAINE M. OEHLBECK**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

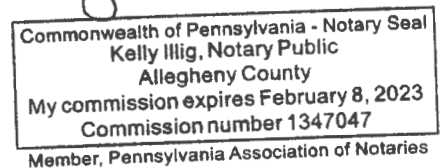

Notary Public



COMMONWEALTH OF PENNSYLVANIA)
 : SS.
COUNTY OF ALLEGHENY)

On the 19 day of March, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **Timothy B. Vought**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Ken This
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
 : SS.
COUNTY OF ALLEGHENY)

On the 19 day of March, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **Bonnie H. Pendergast**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public Kristina

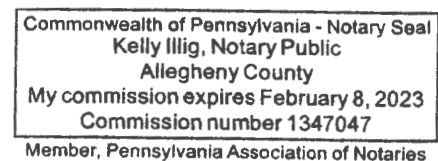


Exhibit A
Property

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cohocton, County of Steuben, State of New York, being part of Town Lot 50 of Kersey's Survey, bounded and described as follows:

Commencing at a point on the mapped centerline of Brown Hill Road, said point being approximately a distance of 370 feet easterly from the intersection of the mapped centerline of Brown Hill Road with the mapped centerline of Wager Road, said point being a northeast corner of lands of Martin E. and Lorraine M. Oehlbeck by deed recorded in the Steuben County Clerk's Office at Liber 1637 of Deeds at Page 157 said point being the POINT OF BEGINNING; thence

- (1) S 84°17'10" E, along the mapped centerline of Brown Hill Road, a distance of 300.00' to a point, said point being a northwest corner of lands reputedly of T. Edgar Walter, Jr.; thence
- (2) S 5°06'30" W, along a west line of lands reputedly of said Walter, Jr., a distance of 600.00' to a point, said point being a northeast corner of lands of Margaret (L.) Dick by deeds recorded in the Steuben County Clerk's Office at Liber 1023 of Deeds at Page 838 and Liber 1023 of Deeds at Page 840; thence
- (3) N 84°17'10" W, along a north line of lands of said Dick, a distance of 300.00' to a point, said point being a southeast corner of lands of said Oehlbeck; thence
- (4) N 5°06'30" E, along an east line of lands of said Oehlbeck, a distance of 600.00' to the POINT OF BEGINNING.

Intending to convey a parcel of land, containing 4.132 Acres, more or less, according to an instrument survey map prepared July 23, 2003 by David M. Simolo, Licensed Land Surveyor No. 050330.

SUBJECT to covenants, easements and restrictions of record, if any, which may affect the herein-described premises and further subject to the rights of the public in and to Brown Hill Road.

BEING and hereby intending to convey the same premises conveyed to Teresa M. Albanese by deed recorded in the Steuben County Clerk's Office at Liber 1464 of Deeds at Page 57.

Being the premises conveyed in Deed Book 1844 Page 37 previous tax map no. 083.00-01-024.200

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cohocton, County of Steuben, State of New York, being part of Town Lot 50 of Kersey's Survey, bounded and described as follows:

Commencing at a point on the mapped centerline of Brown Hill Road, said point being a distance of 669.51' easterly of the intersection of the mapped centerline of Brown Hill Road with the mapped centerline of Wager Road, said point being a northeast corner of lands of Martin E. and Lorraine M. Oehlbeck by deed recorded in the Steuben County Clerk's Office at Liber 1844 of Deeds at Page 37, said point also being a northwest corner of lands of Ronald Walter, Richard Walter and Thomas Walter III by deed recorded in the Steuben County Clerk's Office at Liber 2283 of Deeds at Page 7; thence S 5°06'30" W, along an east line of lands of said Oehlbeck and a west line of lands of said Walter, a distance of 600.00' to a point, said point being a southeast corner of lands of said Oehlbeck, said point being the TRUE POINT OF BEGINNING; thence

- (1) S 5°06'30" W, along a west line of lands of said Walter, a distance of 2210.59' to a point, said point being a southwest corner of lands of said Walter, said point also being on a north line of lands of John A. Wilson by deed recorded in the Steuben County Clerk's Office at Liber 1924 of Deeds at Page 313; thence
- (2) N 84°21'30" W, along a north line of lands of said Wilson, a distance of 50.00' to a point; thence
- (3) N 1°20'09" W, through lands of John W. and Margaret (L.) Dick by deeds recorded in the Steuben County Clerk's Office at Liber 1023 of Deeds at Page 838 and at Liber 1023 of Deeds at Page 840, a distance of 2227.36' to a point, said point being a southwest corner of lands of said Oehlbeck, said point also being a southeast corner of lands of Martin E. and Lorraine M. Oehlbeck by deed recorded in the Steuben County Clerk's Office at Liber 1637 of Deeds at Page 157; thence
- (4) S 84°17'10" E, along a south line of lands of first said Oehlbeck, a distance of 300.00' to the TRUE POINT OF BEGINNING.

SUBJECT to covenants, easements and restrictions of record, if any, which may affect the herein-described premises.

BEING and hereby intending to convey a portion of the same premises conveyed to John W. and Margaret (L.) Dick by deeds recorded in the Steuben County Clerk's Office at Liber 1023 of Deeds at Page 838 and at Liber 1023 of Deeds at Page 840.

Being the premises conveyed in Deed Book 2403 Page 24 previous tax map no. 083.00-01-024.111.

Both premises now tax map number 083.00-01-024.113.