

LEASE AGREEMENT

(Company to Agency)

THIS LEASE AGREEMENT (the "Lease Agreement"), dated as of October 1, 2019, by and between **PPM ROARING BROOK, LLC**, a limited liability company organized under the laws of the State of Oregon with offices at 1125 NW Couch Street, Suite 700, Portland, Oregon (the "Company"), and the **COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 7642 North State Street, Lowville, New York (the "Agency") (the Agency and the Company are sometimes referred to herein individually as a "Party" and collectively as the "Parties"),

WITNESSETH:

WHEREAS, the Company requested the Agency's assistance with respect to a certain project (the "Project") consisting of: (A)(1) the acquisition of an interest in the Company's fee, leasehold, and easement interests in certain parcels of land located in the Town of Martinsburg, County of Lewis, New York and more particularly described in Schedule A attached hereto (collectively, the "Land"), (2) the acquisition, construction, installation and equipping on or under the Land of: (i) one or more permanent meteorological towers, (ii) a buried and overhead system to carry electricity to the point of interconnection, (iii) an operation and maintenance building, (iv) a Project substation facility, (v) concrete foundations for Equipment (defined below), and (vi) a system of gravel access roads, parking, landscaping and related improvements to the Land (collectively, the "Improvements"), and (3) the acquisition and installation thereon of certain equipment, including wind turbine generators with a total rated capacity of up to 80.0 megawatts ("MW") to be mounted on steel monopole towers, and related fixtures, furniture, machinery and equipment (the "Equipment"), all of the foregoing for use by the Company as a wind-powered electric generating facility (collectively, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including exemptions from sales and use taxes, mortgage recording taxes and real property taxes for the Project Facility (but not including special assessments and ad valorem levies) (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility by the Company to the Agency and the sublease of the Project Facility by the Agency to the Company; all as contemplated by and in furtherance of the purposes of Article 18-A of the General Municipal Law; and

WHEREAS, in order to induce the Company to develop the Project Facility, the Agency is willing to take a leasehold interest in Company's ownership, easement and other rights in and to the Project Facility pursuant to the terms and conditions contained herein; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct and equip the Project Facility in accordance with the Company's application to the Agency for financial assistance; and

WHEREAS, the Company proposes to lease its ownership, easement and other rights in and to the Project Facility to the Agency, and the Agency desires to rent such interests in the

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Project Facility from the Company, upon the terms and conditions hereinafter set forth in this Lease Agreement, and further subject to the terms and conditions of a leaseback agreement by and between the Company and the Agency dated as of the date hereof (the "Leaseback Agreement"), during the term of the Leaseback Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Granting Clause.

(a) The Company hereby leases to the Agency, and the Agency hereby leases from the Company, a leasehold interest in the Land more particularly described in Schedule A attached hereto, together with any and all Project-related improvements and personal property (excluding personal property temporarily used or rented) now and hereafter located thereon or dedicated to the Project (the Land and all of said Project-related personal property, including the Equipment described in Schedule B attached hereto and the Improvements, being collectively referred to as the Project Facility), upon the terms and conditions of this Lease Agreement; *provided, however*, that the Agency's leasehold in the Project Facility shall be for the sole purpose of the Agency conferring the Financial Assistance and such leasehold interest undertaken by the Agency shall not include the right, authority or potential for the Agency to control operations on or at the Project Facility, nor shall (or has) the Agency participate(d) in the management or participate(d) in the development of the Project Facility.

(b) In the event the Company acquires real property interests necessary for or in furtherance of the Project following the date of this Lease Agreement ("Supplemental Property"), the Company shall lease to the Agency, and the Agency shall lease from the Company, a leasehold interest in such Supplemental Property. The Company and the Agency shall amend and restate this Lease Agreement or execute a lease supplement to transfer a leasehold interest in the Supplemental Property (each a "Lease Supplement") and make all necessary filings for the limited purpose of adding Supplemental Property to the Leaseback Agreement and this Lease Agreement.

2. Warranty of Title. The Company warrants that, to the best of its knowledge, it has sufficient right, title and interest to the Project Facility to lease the same to the Agency pursuant to this Lease Agreement. The Company warrants during the Lease Term (as defined herein) that, in the event of an adverse claim against any portion of the Project Facility, the Company shall diligently pursue removal of such claim to restore sufficient rights, title and interest to such portion of the Project Facility; *provided, however*, that the Company shall not be required to remove Approved Liens (as defined in the Leaseback Agreement).

3. Term. The term of this Lease Agreement shall be coterminous with the term of the Leaseback Agreement as defined in Section 2.5 thereof (the "Lease Term").

4. Rent. The Agency agrees that it will pay to the Company, for the use of the Project Facility, rent of One Dollar (\$1.00) per annum.

5. Taxes. The Company agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Project Facility during the Lease Term.

6. Maintenance and Insurance of Premises. The Company shall maintain and insure the Project Facility in accordance with the terms of the Leaseback Agreement. The Agency shall not be required to maintain the Project Facility or incur any costs with respect to the Project Facility. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement.

7. Lease Expiration. The Parties agree that at the expiration of the Lease Term the Project Facility will automatically revert to the Company or its successors in the then condition of the Project Facility. If requested by the Company, the Agency shall simultaneously execute and deliver a termination of lease transferring all its right, title and interest in the Project Facility.

8. Hold Harmless. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its Executive Director, directors, officers, members employees, agents (except the Company), representatives, successors and assigns harmless from and against any and all (i) liability for loss or damage to property or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project or the Project Facility or arising by reason of or in connection therewith or breach by the Company of this Lease Agreement, or (ii) liability arising from or expense incurred by the Agency's financing, constructing, renovation, equipping, installing, and leasing of the Project Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents (except the Company) or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to gross negligence, intentional wrongdoing, or willful misconduct on the part of the Agency or any other person or entity to be indemnified. The foregoing indemnities shall not apply to any claims, causes of action, judgments, liabilities, damages, losses, costs and expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue.

9. Non-Merger. So long as any leasehold or sub-leasehold mortgage is in existence, unless all mortgagees shall otherwise expressly consent in writing, title to the Project Facility and the leasehold estate of the Agency therein created by this Lease Agreement shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said title and said leasehold estate by Company or by Agency or by a third party, by purchase or otherwise.

10. Subordination of Lease Agreement to Mortgage(s). The Agency agrees that this Lease Agreement shall be subordinate to all mortgages hereafter placed on the Project Facility by the Company with the consent of the Agency, but that under no circumstances shall the Agency be required to mortgage, grant a security interest in, or assign its Unassigned Rights (as defined in the Leaseback Agreement).

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11. Notices. All notices, certificates, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Lease Agreement shall be in writing and shall be mailed, telecopied, or delivered (or transmitted by electronic mail, with permission) to the Parties at the respective addresses set forth below:

To the Agency: County of Lewis Industrial Development Agency
P.O. Box 106
7642 North State Street
Lowville, New York 13367
Attention: Executive Director

With a copy to: Campany, McArdle & Randall, PLLC
7571 State Street, PO Box 311
Lowville, New York 13367
Attention: Kevin M. McArdle
Telephone No.: (315) 376-9445

To the Company: PPM Roaring Brook, LLC
c/o Avangrid Renewables, Inc.
1125 NW Couch Street, Suite 700
Portland, Oregon 97209
Attention: Director, Non-Income Tax

With a copy to: Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Peter H. Swartz
(315) 554-8166

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

12. No Recourse; Special Obligation of Agency.

(a) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his/her individual capacity, and the members, officers, agents (other than the Company) and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State of New York or of the County of Lewis, New York, and neither the State of New York nor the County of Lewis, New York, shall be liable

hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived and to be derived from the sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights).

(c) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (i) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

13. No Recourse; Special Obligation of Company.

All obligations of the Company contained in this Lease Agreement shall be deemed to be the corporate obligations of the Company and not obligations of any member, officer, official, agent, servant, employee, or affiliate of the Company. No recourse upon any obligation contained in this Lease Agreement, or otherwise based on or in respect of this Lease Agreement, shall be had against any past, present, or future member, officer, official, agent, servant, employee, or affiliate of the Company.

14. Execution in Counterpart.

This Lease Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all of which constitute together but one and the same agreement. This Lease Agreement may be executed by a signature delivered electronically by facsimile or by the use of Adobe portable document format, which shall be deemed the same as an original signature.

15. Assignment.

This Lease Agreement may be assigned by the Company in connection with an assignment of its interest in the Leaseback Agreement, which assignment shall be subject to all of the terms and conditions of Section 6.3 of the Leaseback Agreement.

16. Sale or Transfer of Project Facility; Membership Interests.

The Company may sell, convey, transfer, encumber or otherwise dispose of the Project Facility or any part thereof pursuant to the terms of Section 6.1 of the Leaseback Agreement. Nothing in this Lease Agreement shall prevent, restrict or limit in any way the right of any member of the Company, or any successive transferee of any member, to sell, convey, transfer, encumber or otherwise dispose of its membership interest(s) in the Company (or a portion thereof) to one or more persons without the consent of the Agency, or divide its membership interest(s) into different classes and sell, convey, transfer, encumber or otherwise dispose of such divided interest(s) to one or more persons without the consent of the Agency.

17. No Executive Rights; Company to Retain Managerial Control.

An interest in or with respect to the Project Facility has been leased by the Company to the Agency pursuant to this Lease Agreement solely for purposes of the Agency's conferral of the Financial Assistance on the Project pursuant to the Act. Under this Lease Agreement, the Agency's rights with respect to the Project Facility are limited to those created by the provisions of this Lease Agreement and all documents related hereto. Further, the Agency shall have no managerial, executive or participating rights with respect to the Project Facility, meaning, without limitation, that the Company shall have (i) sole and exclusive discretion, determination rights and decisional control over and with respect to the development, construction and operation of, and the structuring of agreements and relationships relating to, the Project Facility, for any and all purposes (including, without limitation, for financing, for tax equity investment, for disposition of renewable energy credits and other benefits or proceeds of operation, and for the purposes contemplated by the underlying landowner leases and easements for the Land) and (ii) the right to freely enter into amendments, modifications, restatements and/or replacements of any of the underlying landowner leases and easements for the Land, and/or any other agreement with any underlying landowner of the Land; in each case under clauses (i) and (ii) hereof without the consent of or any notice to the Agency.

18. Recording.

This Lease Agreement (or a memorandum thereof) and the Leaseback Agreement (or a memorandum thereof) shall be recorded, or filed, as the case may be, by the Agency (but at the sole cost and expense of the Company) in the office of the County Clerk of Lewis County, New York or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

19. Estoppel Certificates.

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

20. No Warranty by Company.

The Company makes no warranty, express or implied, as to the condition, title, design, operation, merchantability or fitness of the Project Facility, or any part thereof, for the Agency's purposes or needs. The Agency accepts the Project Facility "AS IS."

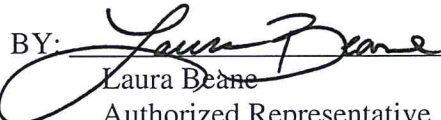
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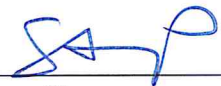
IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

PPM ROARING BROOK, LLC


BY: Avangrid Renewables, LLC,
An Oregon limited liability company,
Its Manager and Sole Member

LEGAL
N

BY: 
Laura Beane
Authorized Representative

BY: 
Steve Krump
Authorized Representative

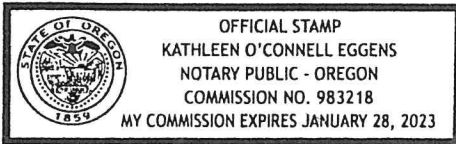
**COUNTY OF LEWIS INDUSTRIAL
DEVELOPMENT AGENCY**

BY: 
Name: Eric J. Vinkler
Title: Executive Director

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STATE OF OREGON)
)ss:
COUNTY OF MULTNOMAH)

On the 27th day of September, in the year 2019, before me, the undersigned, personally appeared **Laura Beane**, 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.

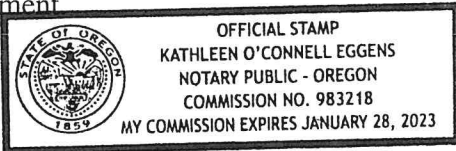


Kathleen O'Connell Eggens

Notary Public

STATE OF OREGON)
)ss:
COUNTY OF MULTNOMAH)

On the 27th day of September, in the year 2019, before me, the undersigned, personally appeared **Steve Krump**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Kathleen O'Connell Eggens

Notary Public

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

On the 2 day of October, in the year 2019, before me, the undersigned, personally appeared **Eric J. Viskel**, 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.

Kevin M. McARDLE

Notary Public

KEVIN M. McARDLE
Notary Public, State of New York
No. 4817358
Qualified in Lewis County
My Commission Expires April 30, 2022

Schedule A

Description of the Land

Schedule A

Real Property Interests

(Property interests owned, held, or possessed by the
Company in connection with the Project)

PPM Roaring Brook, LLC (the "Company") has real property interests in the following parcels of land in connection with the Roaring Brook Wind Project:

(Brown). Lease Agreement or Easement Agreement between Michael J. Brown and SuLin Brown and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 254.00-02-04.100 and 254.00-02-09.000.

(Carolyn F. Knollman and John S. Knollman as Trustees of the CFK Irrevocable Trust). Lease Agreement or Easement Agreement between Carolyn F. Knollman and John S. Knollman, as Trustees of the CFK Irrevocable Trust, created by Trust Agreement dated September 12, 2013 and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 241.00-01-04.000.

(Freeman). Lease Agreement and Easement Agreement between Thomas W. Freeman, Jr. and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 226.00-01-24.120.

(Kriwox). Lease Agreement or Easement Agreement between Walter Kriwox and Anthony Kriwox and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 270.00-01-14.200.

(Monnat). Lease Agreement or Easement Agreement between Dorothy A. Monnat (f/k/a Dorothy A. VanOrsdell) and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification numbers(s) 226.00-01-27.211.

(Trayne C. Grau, Bruce P. Moore, William A. Moore and Kurt J. Moore). Lease Agreement or Easement Agreement between Trayne C. Grau, Bruce Moore, William Moore, and Kurt Moore and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 254.00-02-01.100.

(Percoski). Lease Agreement or Easement Agreement between Michael J. Percoski and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 256.00-01-01.000.

(Rosiczkowski). Lease Agreement or Easement Agreement between Gary Rosiczkowski and Elaine Rosiczkowski and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 241.00-01-20.000.

(Siemcor, L.L.C.). Lease Agreement or Easement Agreement between Siemcor, L.L.C. and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 241.00-01-18.100.

(Kenneth Sweredoski, Thomas Zehr, Darrell Sweredoski, and Jerry Yancey). Lease Agreement and Easement Agreement between Kenneth Sweredoski, Thomas Zehr, Darrell Sweredoski, and Jerry Yancey and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 270.00-01-04.000.

(Helen Szewil a/k/a Helena Szewil, Teresa A. Reder, and Christina H. Letham a/k/a Christina H. Noftsier). Lease Agreement and Easement Agreement between Helen Szewil a/k/a Helena Szewil, Teresa A. Reder, and Christina H. Letham a/k/a Christina H. Noftsier and the Company, with respect to land located in the Town of Martinsburg identified by tax parcel identification number(s) 241.00-01-19.000.

(Nicholas H. Thisse and Marion A. Thisse d/b/a North Country Properties). Lease Agreement or Easement Agreement between Nicholas H. Thisse and Marion A. Thisse d/b/a North Country Properties and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 270.00-01-14.100.

(Cathy A. Walseman and Robert E. Walseman). Lease Agreement or Easement Agreement between Cathy A. Walseman and Robert E. Walseman and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 254.00-02-03.000.

(Zeager Bros., Inc.) Lease Agreement or Easement Agreement between Zeager Bros., Inc. and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 254.00-02-07.000, 254.00-02-08.000, 254.00-02-11.000, 254.00-02-12.000, 254.00-02-13.000, 254.00-02-14.000, 254.00-02-15.000, 255.00-01-08.000, 255.00-01-09.000, 255.00-01-11.000, 255.00-01-12.000, 255.00-01-16.000, 255.00-01-17.000, 255.00-01-18.000, 255.00-01-19.000, 269.00-01-01.000, 269.00-01-02.000, 269.00-01-03.000, 269.00-01-04.000, 269.00-01-05.000, 269.00-01-06.000, 270.00-01-01.000, 270.00-01-02.000, 270.00-01-15.000, 270.00-01-16.000, 270.00-01-17.000, 270.00-01-18.000, 270.00-01-19.000.

(Loean Waligory, Cheryl Viker, and Brent Waligory). Lease Agreement or Easement Agreement between Loean Waligory, Cheryl Viker, and Brent Waligory and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 255.00-02-11.000.

(Waligory Excavating, Inc., James J. Waligory a/k/a Jimmy J. Waligory, Jeremy J. Waligory, and Joshua S. Waligory). Lease Agreement or Easement Agreement between Jimmy Waligory and John Waligory and the Company, with respect to land located in the Town of Martinsburg and identified by tax parcel identification number(s) 256.00-01-02.000, 256.00-01-03.000, and 255.00-02-6.000.

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- Back-up generator for the Project substation control house;
- Wire and hardware for underground power collection system;
- Wire, hardware and poles for aboveground power collection system;
- Wire/cable, hardware and poles for transmission line(s);
- Gravel and rock for roads, foundations and pads;
- Geotextile fabric for roads, foundations and pads;
- Hardware for road entrances (gates);
- Protective materials and facilities (bollards, fencing, etc.);
- Environmental protection materials (silt fence, liners, traps, hay bales, curlex, jute netting, etc.);
- Drain tile;
- Culverts and other drainage accessories for road and stream crossings;
- Road construction materials;
- Specialized rigging equipment for material movement;
- Operations and maintenance building materials and supplies;
- Back-up generator for the operations and maintenance building;
- Operations and maintenance equipment (cranes, gators, snow plows, snowmobiles, etc.);
- Security equipment, facilities and devices;
- Safety equipment and devices;
- Vehicles and tooling for maintenance crews;
- Related spare parts for all of above;
- Hand tools and equipment;
- Nuts, bolts, pipe and pipe fittings, tape, adhesives and other miscellaneous hardware;
- Construction consumables;
- Seed, top soil, lime, fertilizer and straw;
- Miscellaneous hardware and paint;
- Diesel and gasoline fuel and lubricants;
- Office trailers, portable toilets; and
- Rental equipment (air compressors, generators, padding machines, bending machines, stump grinders, skidders, all-terrain type vehicles, sheet piling hammers, coating equipment, welders, earth-moving equipment, cranes, etc.).

(3) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.