

Appendix 13-1:

Demonstration that the Applicant has Obtained Rights in the Project Area

When recorded return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 18 day of February, 2019 ("**Effective Date**"), by and between Brooke-Lea, LLC, a New York limited liability company ("**Owner**") and Excelsior Energy Center, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** and depicted on the attached **Exhibit B-1** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the

Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:

Brooke-Lea, LLC
a New York limited liability company

By: Patricia Andalora Kent
Patricia Andalora Kent, Managing Member

ACKNOWLEDGEMENT

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

On the 6th day of February, in the year, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Patricia Andalora Kent, Managing Member of Brooke-Lea, LLC, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

(notary seal)

[Signature]
NOTARY PUBLIC, STATE OF NEW YORK

My Commission Expires: May 7th, 2022


EDWARD J COLEMAN JR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6374959
Qualified in Chemung County
Commission Expires May 07, 2022

EXECUTED on the date set forth below.

Operator:

Excelsior Energy Center, LLC
a Delaware limited liability company

By:


John Di Donato, Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this 18 day of February, 2019, before me, the undersigned notary public, personally appeared John Di Donato personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____

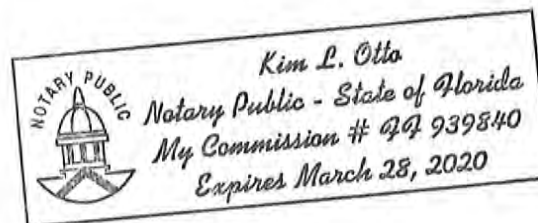


EXHIBIT A

Legal Description of Owner's Property

Parcel 1

All that tract of parcel of land situate in the Town of Byron, County of Genesee and State of New York, and known and distinguished as the middle part of lot No. 3, in Township No. 1 of the 100,000 Acre Tract so called and bounded as follows, viz: Beginning on the North line of said lot all the Northeast corner of the former W.S. Miller's land; thence South parallel with the West line of said lot 25 chains to the South bounds of said lot; thence East on the said South bounds 21 chains and 82 links to the center of the highway; thence Northwardly along the center of the highway to the North bounds of said lot at the center of the four corners in the road; thence West on the North bounds of said lot 30 chains and 35 links to the place of beginning, containing 65.16 acres be the same more or less.

LESS AND EXCEPT premises conveyed as follows: Hiscock to The People of the State of New York; Notice of Appropriation recorded January 13, 1960, in Liber 337 of Deeds, Page 299.

Parcel 2

All that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, known and distinguished as part of Lot Number 15 in Township Number 1 of the 100,000 Acres or Connecticut Tract, so called and bounded as follows:

Beginning at the Northwest corner of said lot; thence East along the North line of said lot, to the center of the highway; thence Southwesterly, along the center of the highway, to the South line of said lot; thence West, along the South line of said lot, to the Southwest corner of the same; thence North, along the West line of said lot, to the place of beginning, containing about 68 acres, being the same more or less.

Parcel 3

All that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, being known as part of the North Half of Lot 52 and as part of Lot 40, Township No. 1 of the 100,000 Acre of Connecticut Tract bounded as follows:

Beginning at a point which is at the intersection of the center lines of the Cockram and Caswell Roads; running thence in a Southerly direction along the center line of the Caswell Roads for a distance of 1150.3 feet to a point; proceeding thence along a line at a bearing of North 86°12' West for a distance of 33.3 feet to a point; proceeding thence along a line at a bearing of South 42°23' West for a distance of 54.3 feet to a point; proceeding thence along a line at a bearing of South 26°00' West for a distance of 200.3 feet to a point; proceeding thence along a line at a bearing of South 28°43' West to the point of intersection of the South line of lands conveyed to Irvin D. and Gwendelen D. Green, by deed recorded on May 11, 1931, in Liber 266 of Deeds, page 497; such point being the Southwest corner of the Francis D. and Marian D. Shepard property as recorded in Liber 454 of Deeds, page 435; proceeding thence in a Westerly direction along the South line of said Green property for a distance of 1146 feet to a point; proceeding thence in a Northerly direction along a line at a bearing of North 1°42' East for a distance of 30 feet to a point; proceeding thence along a line at a bearing of North 8°46' East for a distance of 236 feet to a point;

proceeding thence in a Northeasterly direction along a line at a bearing of North 75°7' East for a distance of 194 feet to a point; proceeding thence along a line at a bearing of North 46°24' East for a distance of 389 feet to a point; proceeding thence in a Northerly direction along a line at a bearing of North 5°11' East for a distance of 194 feet to a point; proceeding thence in a Northwesterly direction along a line at a bearing of North 72°10' West for a distance of 521 feet to a point; proceeding thence in a Northerly direction along a line at a bearing of North 1°10' East for a distance of 1403 feet to a point; proceeding thence in a Northeasterly direction along a line at a bearing of North 56°32' East for a distance of 220± feet to a point, such point being in the center of the Cockram Road; proceeding thence in an Easterly direction along the center line of the Cockram Road to the point of intersection with the center line of the Caswell Road which is the point of beginning containing 86.99 acres, more or less.

Parcel 4

All that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, being the South part of Lot No. 88, Township 1 of the 100,000 Acre tract:

Beginning at the Southeast corner of said lot at a post marked 88 89/99 100; thence West on said South line 42 chains, 28 links to a post marked 87 88/99 100; thence North 2° East on the West line so far that a line drawn through said lot parallel with the South line thereof will leave South of said line 32.09 acres; thence on said division line to the East line thereof or of said Lot; thence on said East line South 2° West to the place of beginning. Containing 32.09 acres.

Also all that tract or parcel of land, situate in the Town of Byron, county of Genesee and State of New York, being part of Lot No. 100, Township 1 of the 100,000 Acre Tract, bounded as follows:

North by Lot No. 88; East by Lot No. 101; West by Lot No. 99 and on the south by a line drawn through said lot, parallel and so far from the North line as to include in the piece so described 32 acres, according to the survey of said Township, excepting therefrom all of said 32 acres that lies West of the highway that passes through said lot and South of the Railroad. Containing hereby conveyed 24.22 acres, more or less.

Also all that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, being the North part of Lot No. 88, Township 1 of the 100,000 Acre Tract, bounded as follows:

On the North by Lot No 76; East by Lot No. 89; South by a line drawn through said lot parallel with the South line and so far from it as to leave South of said line 32.90 acres and on the West by Lot 87, containing 75 acres of land more or less.

Parcel 5

All that tract or parcel of land, situate in the Town of Byron, County of Genesee, State of New York, known as the East part of Lot No. 87 and the Northeast part of Lot 99, Township 1, 100,000 Acre tract, bounded as follows:

Beginning at the Northeast corner of Lot No. 87; thence West on the North line of said lot 19.43 chains to lands owned by P. Dibble; thence South parallel with the East line of said lot and bounded on said Dibble's land, 39 chains to the North bounds of the central Railroad on Lot 99; thence Northeasterly on the North bounds of said road to the East line of Lot 99; thence North on the East line of said lot and Lot 87 to the place of beginning 32.43 chains, containing 69.48 acres more or less.

EXCEPTING and RESERVING therefrom a strip of land 16 ½ feet wide North and adjoining the land conveyed by James C. Brockway and wife to the N.Y.C. & H.R.R.R. Co., by deed dated August 11, 1873 and recorded September 9, 1873 in Liber 140, page 59, Genesee County Clerk's Office.

EXCEPTING, however, all that Tract or Parcel of Land, situate in the Town of Byron, County of Genesee and State of New York, being part of Lot 87, Township 1, 100,000 Acre Tract, bounded and described as follows;

Beginning at a P.K. nail on the center line of Walkers Corners Road marking the Northeast corner of Lot 87, said nail being 3535.5 feet ± Easterly from the intersection of the center line of Walkers Corners Road with the center line of Byron Road; thence 1) South 09-49-44 West and along a hedgerow marking the East line of Lot 87, also being the East line of land described in Liber 278 of deeds at page 203, for a distance of 374.44 feet to an iron pipe; thence 2) North 79-45 West and along a line parallel with the center line of Walkers Corners Road for a distance of 771.77 feet to an iron pipe; thence 3) North 09-49-44 east and long a line parallel with the East line of Lot 87 for a distance of 374.44 feet to a P.K. nail on the center line of Walkers Corners Road; thence 4) South 79-45 East and along the center line of Walker Corners Road for a distance of 771.77 feet to the point of beginning, containing 6.6341 acres to center line.

Subject to and reserving to the party of the first part, its successor and assigns, an easement for a proposed drainage tile, said tile to enter the above described premises at a point on the South line thereof at a distance of 178.50 feet Easterly from the Southwest corner; thence proceed North 58-14-23 East for a distance of 522.50 feet to a point opposite the South end of a drainage culvert going under Walkers Corners Roads, said point being 202.47 feet Westerly from the intersection of the East line of the above described premises with the South line of Walkers Corners Road, said drainage tile not to interfere with the septic system.

Also subject to and reserving to the party of the first part, its successors and assigns a right of way over the east 25 feet of the above described premises to be used as access from the road to the lands lying to the South thereof for farming or agricultural purposes.

Also EXCEPTING from the above described premises a parcel of land on the Northwest corner of the premises being conveyed bounded on the West by the West bounds of the premises being conveyed and having 450 feet of frontage on the Walkers Corners Road and being 200 feet in depth from the bounds of said road.

Parcel 6

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee, State of New York known and distinguished as being part of Lot 208, Township 2 of the 100,000 Acre Tract bounded and described as follows:

Beginning at a point in the South line of Lot 208 in the center of the highway Route 262 and the Byron-Batavia Road; thence Westerly along the South line of Lot 208 to the Southwest corner of the premises conveyed by James Z. Terry and one to Andrew G. Steel by deed in Liber 180 of Deeds, page 595, in the Genesee County Clerk's Office; thence North along the West line of premises conveyed in Liber 180, page 595, to the South line of premises conveyed to New York, West Shore and Buffalo Railway Company by deed recorded in Liber 159, of Deeds, page 77; thence Easterly along the South line of premises conveyed in Liber 159, page 77 to the center line of Byron-Batavia Road; thence South along the center line of Byron-Batavia Road to the point of beginning containing land more or less.

Excepting, however, premises conveyed as follows:

- (a) Steele to Roach; deed recorded April 2, 1918, in Liber 232 of Deeds, page 486.
- (b) Steele to the County of Genesee; deed recorded August 22, 1939, in Liber 283 of Deeds, page 167
- (c) Steele to the County of Genesee; deed recorded March 30, 1949, in Liber 299 of Deeds, Page 586.

EXCEPTING AND RESERVING

All that tract or parcel of land, situate in the Town of Byron, County of Genesee, and State of New York, known and distinguished as part of Lot Number 208 of the 100,000 acre or Connecticut Tract, so called one road wide bounded as follows:

On the East by lands owned by A.G. Steele, on the North by N.S.R.R. South by the highway and West by orchard.

EXCEPTING AND RESERVING

All that Piece or Parcel of Land, situation in the Town of Byron, County of Genesee, State of New York and being a part of Lot No. 208, Township No. 2 of the Northwesternly bounds of the Byron-Batavia Road, hereinafter known as County Road No. 19-A, 24 feet Northwesternly, measured at right angles from Station 129 plus 0 of the Survey Base line of said road, thence Northeastly along said boundary line, 448 feet to a point 25 feet Northwesternly, measured at right angles to a base line Station 133 plus 48; thence Northwesternly along the present fence, 10 feet to a point 35 feet Northwesternly, measured at right angles to a base line Station 133 plus 48; thence Southwesterly, 452 feet on a line parallel to afore described Northwest boundary line to a point in the West bounds of said Steele's lands; thence Easterly, 12 feet to the place of beginning containing 0.103 acre of land, more or less.

The above mentioned Base Line is a part of the base line of the proposed Batavia-Byron County Road 19-A as shown by a map on file in the Office of the Clerk of Genesee County.

EXCEPTING AND RESERVING PARCEL "A" – BEGINNING at a point, distant Southerly 35' at right angles from center line sta. 500± 00; thence Northwesterly 100.4'± to a point in the Southerly boundary line of the existing highway, distant Southerly 24.75'± at right angles from center line sta. 499±00; thence Southeasterly along said Southerly highway boundary line to a point, distant, Southerly 24.75'± at right angles from center line sta. 510±00; thence Northwesterly 199.5'± to a point, distant Southerly 35.0' at right angles from center line sta. 508±00; thence Northwesterly, 800.0' to the point of beginning, being 0.18 acre, more or less.

PARCEL "B" – BEGINNING at a point in the Southerly boundary line of the existing highway, distant, Southerly 24.75'± at right angles from center line sta. 512±00; thence Southeasterly along said Southerly boundary line to its intersection with the Westerly boundary line of a road to the right; thence Southwesterly along said Westerly boundary line to a point, distant, Southerly 70.00' at right angles from center line sta. 513±24.5'±; thence Northwesterly 132.5'± to the point of beginning, being 0.07 acres more or less.

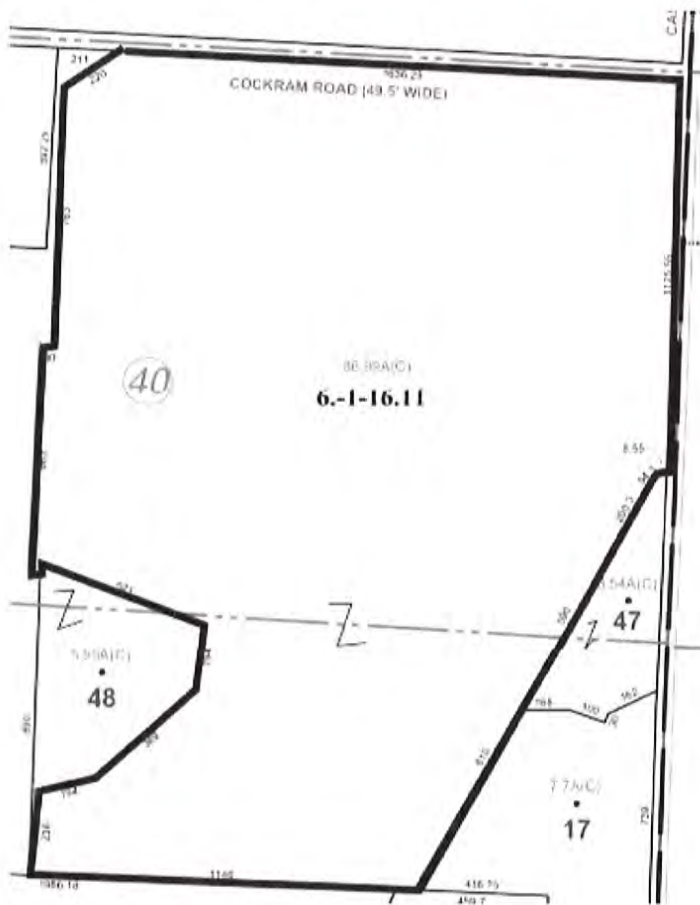
The above mentioned center line is a part of the proposed center line of the Elba Byron, S. H. as shown on a map on file in the office of the clerk of Genesee County.

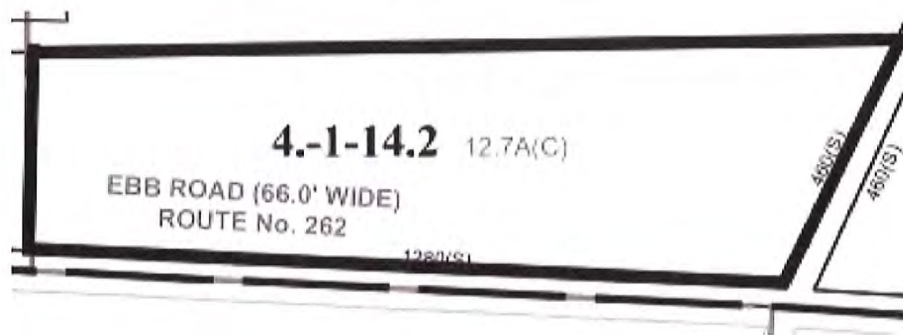
EXHIBIT B-1

Depiction of Owner's Property

Depiction of Owner's Property owned by Brooke-Lea, LLC in Genesee County, Town of Byron, New York, identified as Parcel Identification Numbers 6.-1-6, 6.-1-42.1, 6.-1-16.111, 8.-1-10.2, 8.-1-17.12, 4.-1-14.2 according to the records of the Genesee County, Town of Byron, Real Property Office:







When recorded return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 11 day of June, 2018 ("**Effective Date**"), by and between Call Lands, a New York Partnership ("**Owner**") and Excelsior Energy Center, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the

Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Solar Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Effects Easement.** The Agreement between Owner and Operator grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Solar Project located on the Owner's Property.

6. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Solar Project or exercise of any rights granted in this Agreement ("**Interference**"). This grant of the Sun Non-Obstruction Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of trees or structures (except existing trees and structures) causing Interference to the Solar Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between Owner and Operator provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Solar Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Solar Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Solar Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

EXECUTED on the date set forth below.

Owner:

Call Lands
a New York Partnership

By: Nathan F. Call
Nathan F. Call, Partner

OWNER ACKNOWLEDGEMENT

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

On this 1 day of June, 2018, before me, personally came Nathan F. Call, Partner, Call Lands, a New York Partnership, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

John W. Ahearn
NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: 4-10-2021

JOHN W AHEARN
NOTARY PUBLIC STATE OF NEW YORK
STEUBEN COUNTY
LIC. # 01AH6356834
COMM. EXP. 4-10-2021

EXECUTED on the date set forth below.

Owner:

Call Lands
a New York Partnership

By: Peter R. Call
Peter R. Call, Partner

OWNER ACKNOWLEDGEMENT

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

On this 1 day of June, 2018, before me, personally came Peter R. Call, Partner, Call Lands, a New York Partnership, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

John W. Ahearn
NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: 4-10-2021

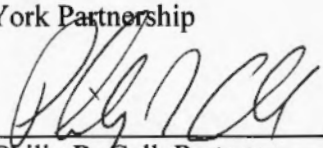
JOHN WAHEARN
NOTARY PUBLIC STATE OF NEW YORK
STEUBEN COUNTY
LIC. # 01AH6356834
COMM. EXP. 4-10-2021

EXECUTED on the date set forth below.

Owner:

Call Lands
a New York Partnership

By:


Philip R. Call, Partner


OWNER ACKNOWLEDGEMENT

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

On this 1 day of June, 2018, before me, personally came Philip R. Call, Partner, Call Lands, a New York Partnership, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF NEW YORK
My commission expires: 4-10-2021

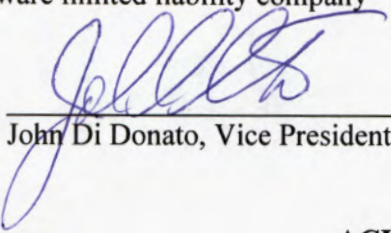
JOHN W AHEARN
NOTARY PUBLIC STATE OF NEW YORK
STEUBEN COUNTY
LIC. # 01AH6356834
COMM. EXP. 4-10-2021

EXECUTED on the date set forth below.

Operator:

Excelsior Energy Center, LLC
a Delaware limited liability company

By:



John Di Donato, Vice President

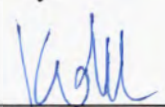
ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

On this 11 day of June, 2018, before me, the undersigned notary public, personally appeared John Di Donato, Vice President of Excelsior Energy Center, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____



EXHIBIT A
Legal Description of Owner's Property

Parcel 1:

Tax Map No. 6.-1-33.111

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee and State of New York, being part of a tract of land commonly called the 100,000 Acre or Connecticut Tract, lying West of the triangle and known and distinguished as the East part of Lot No. 25 and the Southwest corner of Lot No. 13 in Township No. 1, bounded and described as follows:

BEGINNING on the transit line at the Southwest corner of said farm; thence East on the South bounds of said farm, 51 chains and 24 links; thence North on the East line of said farm, 24 chains and 68 links; thence West on the North bounds of said farm, 30 chains and 74 links; thence North 6 chains and 9 links; thence West along the North bounds of said farm, 21 chains and 30 links to the transit line; thence South on said line, 31 chains and 20 links to the place of beginning, containing 141.50 acres.

EXCEPTING AND RESERVING from the Southwest corner of said premises, 14.59 acres according to a plan laid down in a deed from A. L. Hulett and others to G. C. Parker, recorded in Liber 122 of Deeds, Page 87 in the Genesee County Clerk's Office.

ALSO EXCEPTING AND RESERVING from the above-described premises, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, Genesee County, New York, being part of Lot 25, Township 1, bounded and described as follows:

COMMENCING at the intersection of the Northerly line of the above-described lands with the center line of Bank Street, said point being 1632.3 feet + Northerly from the intersection of the Bank Street Road with the center line of the Cockran Road; thence (1) South 09° 23' West and along the center line of Bank Street Road for a distance of 300.00 feet to a point; thence (2) North 80° 45' West for a distance of 24.75 feet to an iron pipe on the assumed Westerly highway boundary line of Bank Street Road; thence continuing on the same course for an additional 275.25 feet making a total for this course of 300.00 feet from the center line to an iron pipe; thence (3) North 09° 23' East for a distance of 300.00 feet to an iron pipe; thence (4) South 80° 45' East and along an existing fence and hedgerow marking the Northerly line of the aforementioned Genesee lands for a distance of 275.25 feet to an iron pipe on the assumed Westerly highway boundary line of Bank Street Road; thence continuing on the same course for an additional 24.75 feet making a total for this course of 300.00 feet to the center line of Bank Street Road and the point of beginning, containing 2.06612 acres to the center line.

ALSO EXCEPTING AND RESERVING from the above-described premises, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, Genesee County, New York, being part of Lot 25, Township 1 and bounded and described as follows:

COMMENCING at the intersection of the Westerly line of the above-described premises with the center line of the Cockran Road, said point being 758.00 feet + Easterly from the intersection of the Cockran Road with the center line of the Transit Road; thence (1) North 08° 30' East for a distance of 24.75 feet to an iron pipe on the assumed Northerly highway boundary line of Cockran Road; thence continuing on the same course and along an existing fence marking the West line of the above lands for an additional 305.25 feet making a total for this course of 330 feet from the center line to an iron pipe; thence (2) South 80° 51' East for a distance of 600.00 feet to an iron pipe; thence (3) South 08° 30' West for a distance of 305.25 feet to an iron pipe on the assumed Northerly highway boundary line of Cockran Road; thence continuing on the same course for an additional 24.75 feet making a total for this course of 330.00 feet to a point in the center line of Cockran Road; thence (4) North 80° 51' West and along the center line of Cockran Road for a distance of 600.00 feet to the point of beginning, containing 4.5454 acres to the center line.

ALSO EXCEPTING a 1 & 46/100 acre parcel deeded to the County of Genesee by Deed recorded September 3, 1935 in Liber 276 of Deeds at page 294.

SUBJECT to the rights of the public in and to the lands lying within the right-of-way of Bank Street Road as it adjoins the above premises.

SUBJECT to the rights of the public in and to the lands lying within the right-of-way of Cockran Road as it adjoins the above-described premises.

ALSO SUBJECT TO a right-of-way and Easement granted by Herbert C. Genagon and June Genagon to Ashland Oil, Inc., recorded April 29, 1970 in Liber 411 of Deeds at page 89.

THE LAST-DESCRIBED conveyance being subject to a Mortgage granted by Shepard Farnes, Inc. to Herbert C. Genagon and June Genagon, his wife, which Mortgage is dated and recorded April 22, 1975 in Liber 301 of Mortgages at page 1065 and upon which Mortgage there is due and owing as of November 1, 1982, the principal sum of \$44,010.44, together with interest thereon from and after September 25, 1982, at the annual rate of 8 1/2%, which Mortgage Call Farnes, Inc., a domestic corporation having an office for the transaction of business at 8127 Leiston Road, Batavia, New York, assumes and agrees to pay in accordance with a Mortgage Assumption Agreement dated May 17, 1982 between the Party of the First Part, Herbert C. and June M. Genagon, the Mortgagors, and Call Farnes, Inc., which Agreement will be recorded simultaneously with this Instrument. Party of the First Part grants unto the Parties of the Second Part any rights with respect to obtaining a Release or Releases of such Mortgage as set forth in the Mortgage Instrument.

Containing 107.60 acres, more or less.

Parcel 2:

Tax Map No. 6.-1-37.1

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Byron, County of Genesee and State of New York, being Lot No. 14 and the North Part of Lot No. 26 in the Township No. One of the 100,000 Acre or Connecticut Tract, lying West of the Triangular Tract and east of the Holland Purchase; said Lot No. 14 is bounded and described as follows:

North by Lot No. Two, East by Lot No. Fifteen; South by Lot No. Twenty six and West by Lot No. Thirteen, containing Ninety four and 54/100 Acres (94.54) be the same more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee and State of New York, being the North Part of Lot No. 26, Township 1 of the 100,000 Acre or Connecticut Tract, bounded and described as follows:

On the North by Lot No. Fourteen; East by Lot No. Twenty Seven; West by Lot No. Twenty Five and South by a line parallel to the south line of said Lot No. Twenty Six and nine chains and fifty links north therefrom, containing sixty one and fifty hundredths (61.50) Acres, be the same or less.

Containing 153.20 acres, more or less.

Parcel 3:

Tax Map No. 6.-1-42.2

All that tract or parcel of land situate in the Town of Byron, County of Genesee, State of New York, being part of Lot 15, Township 1, in the 100,000 Acre Tract and further described as follows:

Beginning at an iron pin set at the northwest corner of Lot 15, said pin being 2679.93 feet easterly from the northwest corner of Lot 14; thence

- 1) S 89° -02' -00" E along the north bounds of Lot 15, a distance to 660.00 feet to an iron pin set; thence
- 2) S 01° -38' -25" W, a distance of 840.00 feet to an iron pin set; thence
- 3) S 68° -26' -50" W, a distance of 717.98 feet to an iron pin set on the west bounds of Lot 15; thence
- 4) N 01° -38' -25" along the west bounds of Lot 15, a distance of 1115.00 feet to the point of beginning.

Containing 14.80 acres, more or less.

Parcel 4:

Tax Map No. 6.-1-5.1

"Third Parcel"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee and State of New York, being part of Lot 2, Township 1 of the 100,000 Acre of Connecticut Tract, bounded and described as follows: On the north, south, east and west by the respective north, south, east and west boundary lines of said Lot, containing one hundred acres more or less.

EXCEPTING AND RESERVING THEREFROM so much of the above described premises lying north of the centerline of NYS Route 262, previously conveyed to Call Lands by The Francis J. Miller, Jr. and Jean P. Miller Trust and Joan E. Miller by Warranty Deed dated June 15, 2007 and recorded in the Genesee County Clerk's Office in Liber 858 of Deeds at page 698.

ALSO EXCEPTING AND RESERVING THEREFROM, so much of the above described premises previously conveyed by The Francis J. Miller, Jr. and Jean P. Miller Trust and Joan E. Miller, as Grantors, to Empire State Pipeline Company, LLC and St. Clair Pipeline Company, LLC. by warranty deed dated October 20, 2006 and recorded in the Genesee County Clerk's Office in Liber 856 of Deeds at page 486, shown on an instrument survey map entitled "Empire State Pipeline Project-Boundary Survey Map," prepared by Fisher Associates, having Project Number 052028, Drawing Number FA-3, dated July 19, 2006, as are situate in Lot 2 bounded on the north by the north line of Lot 2, on the east by the centerline of Chapell Road, on the South by the north line of lands now or formerly owned by the West Shore Railroad, and on the west by the west line of Lot 2.

ALSO EXCEPTING AND RESERVING THEREFROM, so much of the above described premises as have been previously conveyed as more particularly hereafter set forth in this instrument under the subparagraph heading "**EXCEPTIONS HERETO**".

The above described "Third Parcel" being and intending to convey part of the third described parcel of land in a deed executed by Francis J. Miller to the Francis J. Miller, Jr. and Jean P. Miller Trust dated August 23, 1991 and recorded in the Genesee County Clerk's Office in Liber 599 of Deeds at Page 336, and alternatively described as "Parcel 1" on the second page of said deed. The premises intending to be conveyed herein being that portion of the "Third Parcel" which the Grantors specifically excepted and reserved for themselves in the aforementioned deed recorded in Liber 858 of Deeds at page 698, lying south of the centerline of NYS Route 262.

"Fourth Parcel"

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee and State of New York, being the west part of Lot No. 3, Township 1, of the 100,000 Acre or Connecticut Tract, bounded and described as follows: On the north, south and west by the respective north, south and west boundary lines of said Lot and on the east by a line drawn through said Lot parallel with the west line and so far therefrom as to include within said boundary lines twenty-five acres of land.

EXCEPTING AND RESERVING THEREFROM so much of the above described premises lying north of the centerline of NYS Route 262, previously conveyed to Call Lands by The Francis J. Miller, Jr. and Jean P. Miller Trust and Joan E. Miller by Warranty Deed dated June 15, 2007 and recorded in the Genesee County Clerk's Office in Liber 858 of Deeds at page 698.

ALSO EXCEPTING AND RESERVING THEREFROM, so much of the above described premises as have been previously conveyed as more particularly hereafter set forth in this instrument under the subparagraph heading **"EXCEPTIONS HERETO"**.

Subject to covenants, easements and restrictions of record affecting the above described premises.

The above described premises "Fourth Parcel" being and intending to convey part of the fourth described parcel of land in a deed executed by Francis J. Miller to the Francis J. Miller, Jr. and Jean P. Miller Trust dated August 23, 1991 and recorded in the Genesee County Clerk's Office in Liber 599 of Deeds at Page 336, alternatively described as "Parcel II" on the second page of said deed. The premises intending to be conveyed herein being that portion of the "Fourth Parcel" which the Grantors specifically excepted and reserved for themselves in the aforementioned deed recorded in Liber 858 of Deeds at page 698 lying south of the centerline of NYS Route 262.

"EXCEPTIONS HERETO"

SPECIFICALLY EXCEPTING AND RESERVING so much of the above described "First Parcel, Second Parcel, Third Parcel and Fourth Parcel" as has been previously granted or conveyed unto the following named persons or parties by such deeds or instruments as indicated as the same may affect the aforementioned premises:

1. Lands conveyed to the New York West Shore and Buffalo Railway Company by deed recorded in the Genesee County Clerk's Office on October 5, 1882 in Liber 159 of Deeds at page 136;
2. Lands conveyed to Niagara, Lockport and Ontario Power Company by deed recorded in the Genesee County Clerk's Office on May 28, 1942 in Liber 286 of Deeds at page 327;
3. Lands appropriated by the People of the State of New York by instrument recorded on November 18, 1948 in the Genesee County Clerk's Office on November 18, 1948 in Liber 302 of Deeds at page 15, Map No. 24, Parcel No. 24;
4. Lands appropriated by the People of the State of New York by instrument recorded on November 18, 1948 in the Genesee County Clerk's Office in Liber 302 of Deeds at page 16;
5. Lands conveyed to the County of Genesee by deed recorded in the Genesee County Clerk's Office on May 19, 1949 in Liber 302 of Deeds at page 60;

6. Right of Way Agreement with Niagara Mohawk Power Corporation by instrument recorded in the Genesee County Clerk's Office on April 16 1951 in Liber 305 of Deeds at page 67;

7. Lands Appropriated by the People of the State of New York by instrument recorded in the Genesee County Clerk's Office on February 15, 1960 in Liber 338 of Deeds at page 75, Map 283, Parcel Nos. 283 and 284;

8. Oil and Gas Lease to Glen Gaines by instrument recorded in the Genesee County Clerk's Office on February 27, 1973, later assigned to F.f. Petroleum Company by assignment recorded in Liber 63 of Miscellaneous Records at page 493;

9. Right of Way Grant to Empire State Pipeline Company, Inc. and St. Clair Pipeline Company, Inc. by instrument recorded in the Genesee County Clerk's Office on August 6, 1992 in Liber 615 of Deeds at page 7, later amended by instrument recorded on October 26, 1994 in Liber 648 of Deeds at page 81; and

Containing 101.40 acres, more or less.

Parcel 5:

Tax Map No. 6.-1-41

THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee and State of New York, being part of the 100,000 Acre Tract, lying between the Triangle and the Holland Purchase and distinguished as the north half of the Lot Number Twenty-seven in Township Number One bounded as follows: On the north by Lot No. 15; on the east by Lot No. 28; on the south by the south half of said Lot 27; and on the west by Lot No. 26, being the land formerly deeded by the State of Connecticut to Richard M. Lamson, containing forty-nine acres and eighty-one hundredths of an acre be the same more or less. Excepting all highways if any there be on said land.

Further EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee and State of New York, being part of the north half of Lot No. 27, Township 1 of the 100,000 Acre Tract, described as follows: Beginning at the intersection of the southerly bounds of land conveyed to Amy M. Bradway, by Morris G. Bradway, by Deed on September 1, 1942, and recorded in the Genesee County Clerk's Office in Liber 297 of Deeds at page 335, with the center line of the Batavia-Byron Road; thence west on the south bounds of said land so conveyed 307.4 feet; thence North 0° 14' East, 300.2 feet; thence North 77° 20' East, 148.7 feet; thence South 77° 02' East, 283.3 feet to the center line of the Batavia-Byron Road; thence South 23° 04' West, along the center line of said Road, 292.6 feet to the place of beginning, containing 2.6 Acres of land more or less.

SUBJECT to a right of way and easement to Ashland Oil Company recorded April 15, 1970, in Liber 410 of Deeds at page 1064.

Containing 22.60 acres, more or less.

Parcel 6:

Tax Map No. 6.-1-37.2

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee and State of New York, and being part of Lot 14, Township One (Byron) of the 100,000 Acre Tract lying West of the Triangular Tract and East of Holland Purchase; said parcel is bounded and described as follows:

Beginning in the center of Bank Street Road on Lot 14 in the town of Byron at a point 1550.00 feet Southerly as measured along the center of Bank Street Road from its intersection with the centerline of Route 262.

THENCE North 89-21 East leaving the highway and entering onto lands described in said deed from the Estate of Florence A. Bater to Call Lands, in Liber 617 at Page 147 a distance of 246.72 feet.

THENCE South 269.57 feet.

THENCE South 89-21 West and passing through a barn a distance of 246.72 feet to the centerline of Bank Street Road.

THENCE North along the center of said road 269.57 feet to the point of beginning, containing within said bounds 1.53 acres of land.

When recorded return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 31st day of July, 2018 ("**Effective Date**"), by and between Richard G. Colby, a married man acting in his sole and separate property ("**Owner**") and Excelsior Energy Center, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the

Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.


7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:


Richard G. Colby


ACKNOWLEDGEMENT

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

On this 19th day of July, 2018, before me, personally came Richard G. Colby, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: 4-10-2021

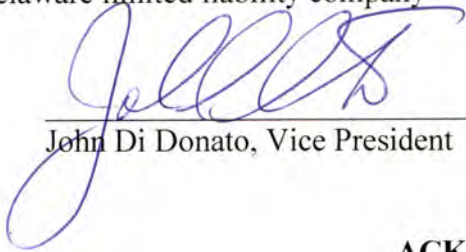
JOHN W AHEARN
NOTARY PUBLIC STATE OF NEW YORK
STEUBEN COUNTY
LIC. # 01AH6356834
COMM. EXP. 4-10-2021

EXECUTED on the date set forth below.

Operator:

Excelsior Energy Center, LLC
a Delaware limited liability company

By:



John Di Donato, Vice President

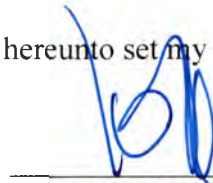
ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this 31 day of July, 2018, before me, the undersigned notary public, personally appeared John Di Donato, Vice President of Excelsior Energy Center, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____

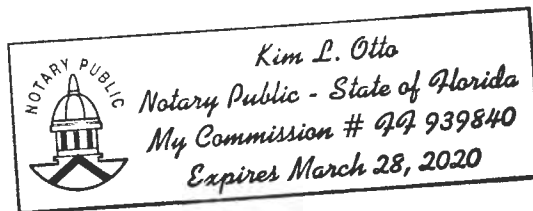


EXHIBIT A

Legal Description of Owner's Property

Parcel 1:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Byron, County of Genesee and State of New York in said district No. 1, being part of a tract of land commonly called the 100,000 Acre or Connecticut Tract, lying West of the Triangle and known and distinguished as the West part of Lot No. 37, Township No. 1, bounded as follows:

Beginning at the Northwest corner of said Lot in the center of the highway; thence East along the center of said highway 47 chains and 40 links to the center of a road running Southwesterly through said lot; thence South 44° West along the center of said road 33 chains and 40 links to the South line of said Lot; thence West on the said line 25 chains, 50 links to the center of the highway; thence North along the center of said highway 25 chains, 30 links to the place of beginning, supposed to contain 91.58 acres.

EXCEPTING AND RESERVING therefrom the school house lot used and occupied by School District No. 6 so long as it shall be used and occupied for a district school and no longer.

Further EXCEPTING AND RESERVING from the above premises the following three parcels:

1. All that tract or parcel of land situate in the Town of Byron, County of Genesee and State of New York, being a part of the West part of Lot 37, Township 1 of the 100,000 Acre or Connecticut Tract, described as follows:

Beginning at a point in the center line of the Transit Road, which is the West bounds of Lot 37; 1,239.8 feet South of the North line of said Lot 37; thence East at right angles to the center line of the Transit Road 233 feet to an iron pin; thence South and parallel to the center line of the Transit Road 430 feet to an iron pin; thence West to the center line of said Transit Road 233 feet; thence North along the center line of said Transit Road and the West bounds of Lot 37 to the place or point of beginning, containing 2.05 acres of land.

2. All that tract or parcel of land situate in the Town of Byron, County of Genesee and State of New York, in said District No. 1, being part of a tract or land commonly called the 100,000 Acre or Connecticut Tract, lying West of the Triangle and known and distinguished as the West part of Lot No. 37, Township No. 1, bounded as follows:

Beginning at the intersection of the center line of the Cockram Road with the center line of the Bank Street Road; thence 1) South $50^{\circ}00'00''$ West and along the center line of the Bank Street Road for a distance of 379.07 feet to a point; thence 2) North $41^{\circ}41'00''$ West and along the Northeast line of lands belonging to Ronald J. Schultz as recorded in Liber 434 of Deeds at page 689 in the Genesee County Clerk's Office for a distance of 107.84 feet to a point marked by an existing metal fence post; thence 3) North $50^{\circ}00'00''$ East for a distance of 287.92 feet to a point on the center line of Cockram Road; thence 4) South $81^{\circ}11'00''$ East and along the center line of Cockram Road for a distance of 143.24 feet to the point of beginning.

Containing 0.8253 acres to center lines as shown on a survey made by Thomas F. Dutton, L.S. on April 22, 1976.

3. All that tract or parcel of land situate in the Town of Byron, County of Genesee and State of New York, being part of Town Lot 37, Township 1, Connecticut Tract and more particularly described as follows:

Beginning at the point of intersection of the center line of Transit Road and Cockram Road; thence 1) South, at an interior angle of $88^{\circ}48'36''$, 1239.80 feet along the center line of Transit Road, to a point; thence 2) East, at an interior angle of 90° , 233.00 feet through an iron pin set in the East line of Transit Road, to an iron pin; thence 3) North, at an interior angle of 90° , 598.12 feet to an iron pin; thence 4) Northeast, at an interior angle of $222^{\circ}26'24''$, 846.86 feet, through an iron pin set in the South line of Cockram Road, to a point in the center line of Cockram Road; thence 5) West, along the center line of Cockram Road and at an interior angle of $48^{\circ}45'00''$, 804.65 feet to the point of beginning.

Intending to describe a parcel of 10.80 acres as shown on a survey map made August 16, 1981, by Lance W. Cowie, L.S.

ALSO, EXCEPTING AND RESERVING: ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Byron, County of Genesee, State of New York distinguished as being part of Lot 38, Township 1 of the 100,000 Acre Tract, bounded and described as follows:

Beginning at a point on the Northerly bounds of Lot 38, being the centerline of Cockram Road, at the Northwesterly corner of lands deeded to L. Brooke Farms, Inc. by deed recorded in the Genesee County Clerk's Office in Liber 424 of Deeds at page 714;

Thence Southerly along the Westerly bounds of lands described in said Liber 424 page 714, a distance of 200.00 feet to the Southwesterly corner thereof;

Thence Easterly along a line parallel with the Northerly bounds of Lot 38, a distance of 150.00 feet to a point;

Thence Southerly along a line forming an interior angle of $90^{\circ}-00'-00''$ with the last described course, a distance of 200.00 feet to a point;

Thence Westerly along a line parallel with the Northerly bounds of Lot 38, a distance of 200 feet to a point;

Thence Northerly along a line forming an interior angle of $90^{\circ}-00'-00''$ with the last described course, a distance of 400.00 feet to a point on the Northerly bounds of Lot 38;

Thence Easterly along the Northerly bounds of Lot 38, a distance of 50.00 feet to the point or place of beginning, containing 1.14 acres more or less.

Parcel 2:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Byron, County of Genesee and State of New York, known and distinguished as Lot No. 38, the East part of Lot No. 37 and the South part of Lot No. 26 in Township No. 1 of the 100,000 acre or Connecticut Tract lying West of the Triangular Tract and East of the Holland Purchase (so called), said Lot No. 38 bounded and described as follows, viz:

Beginning at the Northwest corner of said Lot at a post marked 25/37 - 26/38; thence South 88° East, 39 chains 90 links to a post marked 36/38 - 27/39; thence South 2° West, 25 chains to a post marked 38/50 - 39/51; thence North 88° West, 39 chains 80 links to a post marked 37/49 - 38/50; thence North 2° East, 24 chains 79 links, to the place of beginning, containing 99.10 acres, be the same more or less.

Said part of Lot No. 37 bounded and described as follows, viz: Beginning at the Northeast corner of said Lot No. 37; thence South, on the East line of said lot, 25 chains to the Southeast corner thereof, thence West, on the South line of said lot to the center of the Batavia Road (so-called); thence North, 44° East, in the center of said Batavia Road, to the North line of said lot, in the center of a highway; thence East in the North line of said lot, and in the center of said highway, 3 chains and 25 links, to the place of beginning, containing 37.91 acres, be the same more or less.

EXCEPTING AND RESERVING: All that tract or parcel of land situate in the Town of Byron, County of Genesee, and State of New York, and being part of Lot 38, Township 1 of the 100,000 Acre Tract, so called, bounded and described as follows:

Beginning at a point on the center line of Cockram Road at a distance of 1554.0 feet Easterly measured along the said center line from its intersection with the center line of Bank Street Road.

Running thence Southerly at right angles to the center line of Cockram Road, a distance of 200.00 feet to a point.

Running thence Easterly parallel to the center line of Cockram Road, a distance of 150.00 feet to a point.

Running thence Northerly parallel to the first described boundary a distance of 200.00 feet to the center line of Cockram Road.

Running thence Westerly along the center line of Cockram Road, a distance of 150.00 feet to a point or place of beginning, containing 0.69 acres to be the same more or less.

Parcel 3:

And said South part of said Lot No. 26 bounded and described as follows; viz: Beginning at the Southwest corner of said lot; thence Northerly on the West line of said Lot 9 chains and 50 links; thence Easterly parallel with the South line of said Lot 40 chains to the East line of said lot; thence Southerly on the East line of said Lot 9, chains and 50 links to the South line of said lot; thence West on the South line of said Lot, 40 chains to the place of beginning, containing 38 acres, be the same more or less.

All of the above parcels being the same premises described in warranty deed dated December 16, 2003 and recorded on December 19, 2003 in the Office of the Genesee County Clerk in Liber 829 Page 223.



GENESEE COUNTY – STATE OF NEW YORK
MICHAEL T. CIANFRINI, COUNTY CLERK
15 MAIN STREET, BATAVIA, NEW YORK 14020

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: DE2019-104

Receipt#: 1797

Clerk: JZ

Rec Date: 01/28/2019 10:31:29 AM

Doc Grp: D

Descrip: LEASE (ANY LEASE)

Num Pgs: 14

Rec'd Frm: FPL LAW DEPARTMENT/JZ

Party1: CY PROPERTIES LLC

Party2: EXCELSIOR ENERGY CENTER LLC

Town: BYRON
STAFFORD

Recording:

Cover Page	5.00
Recording Fee	85.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 115.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 115.00

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

***** Transfer Tax *****

Transfer Tax #: 904

Transfer Tax

Consideration: 0.00

Total: 0.00

Record and Return To:

FPL LAW DEPARTMENT
700 UNIVERSE BLVD
JUNO BEACH FL 33408

WARNING***

*** Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a (5) &
319 OF THE REAL PROPERTY LAW OF THE STATE OF
NEW YORK.

Michael T. Cianfrini

Michael T. Cianfrini
Genesee County Clerk

When recorded return to:

Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 7 day of Dec, 2018 ("**Effective Date**"), by and between CY Properties, LLC, a New York limited liability company ("**Owner**") and Excelsior Energy Center, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the

Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:

CY Properties, LLC
a New York limited liability company

By:

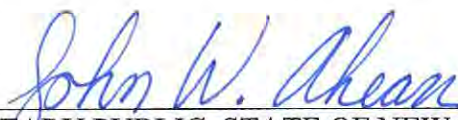

Craig Yunker, Managing Member

ACKNOWLEDGEMENT

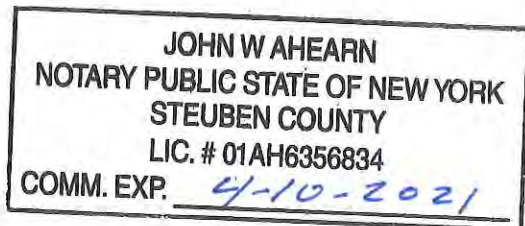
STATE OF NEW YORK)
) ss:
COUNTY OF GENESEE)

On this 14 day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Craig Yunker, Managing Member of CY Properties, LLC, 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 person upon behalf of which the individual acted, executed the instrument.

(notary seal)


NOTARY PUBLIC, STATE OF NEW YORK
Qualified in GENESEE COUNTY, New York

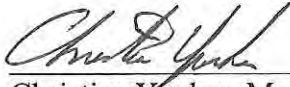
My commission expires: 4-10-2021



EXECUTED on the date set forth below.

Owner:

CY Properties, LLC
a New York limited liability company


By: 
Christian Yunker, Managing Member

ACKNOWLEDGEMENT

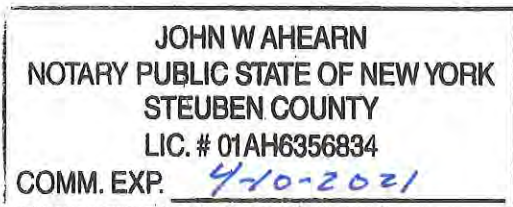
STATE OF NEW YORK)
) ss:
COUNTY OF GENESEE)

On this 14 day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Christian Yunker, Managing Member of CY Properties, LLC, 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 person upon behalf of which the individual acted, executed the instrument.

(notary seal)


NOTARY PUBLIC, STATE OF NEW YORK
Qualified in GENESEE COUNTY, New York


My commission expires: 4-10-2021



EXECUTED on the date set forth below.

Operator:

Excelsior Energy Center, LLC
a Delaware limited liability company

By: 
John Di Donato, Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this 7 day of December, 2018, before me, the undersigned notary public, personally appeared John Di Donato personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____

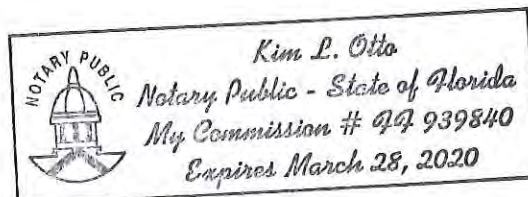


EXHIBIT A

Legal Description of Owner's Property

Parcel 1

All that tract or parcel of land, situate in the Town of Byron, County of Genesee, and State of New York, being known as Subdivision No 1 or the West sub-division of Lot 104, Town 1 of the 100,000 Acre Tract, so-called, containing 49.9 acres as surveyed by George Matthewson, be the same more or less.

EXCEPTING AND RESERVING that tract or parcel of land situate in the Town of Byron, County of Genesee, State of New York and being part of Lot 104, Township 1, of the 100,000 acre tract (so-called) bounded and described as follows: Beginning at a point on the center line of Ivison Road (Ivison Road being the westerly line of Lot 140) at a distance of 300.0 feet Northerly measured along the said line from the Southwesterly corner of Lot 104; running thence easterly parallel to the Southerly line of Lot 104, a distance of 391.0 feet to a point; running thence Northerly parallel to the center line of Ivison Road, a distance of 514.0 feet to a point; running thence Westerly parallel to the first described boundary, a distance of 391.0 feet to a point; running thence Southerly along the center line of Ivison Road, a distance of 514.0 feet to a point or place of beginning; containing 4.61 acres be the same more or less

Parcel 2

All That Tract or Parcel of Land, situate in the Town of Byron, County of Genesee and State of New York bounded and described as follows: Being the East part of lot number fifty five in Township number one of the 100,000 Acre of Connecticut Tract, so called, bounded as follows, viz:

Beginning on the South line of said lot eight chains, seventy five links from the Southwest corner thereof; thence East on said South line to the East line of said lot; thence North on said East line to the North line of said lot; thence West on said North line so far that a line running from thence South parallel with the West line of said lot shall strike the place of beginning; thence South parallel with the West line of said lot to the place of beginning. Containing all the land within the above described boundary, be the same more or less.

All That Tract or Parcel of Land, situate in the Town of Byron, County of Genesee and State of New York known and distinguished as being the West part of lot number fifty five in Township number one of the 100,000 Acre or Connecticut Tract so called, bounded as follows: Beginning at the Southwest corner of said lot; thence East on the South line of said lot eight chains and seventy five links; thence North parallel with the West line of said lot to the North line thereof; thence West on said North line eight chains and seventy five links to the West line of the lot; thence South on said West line to the place of beginning, containing all the land lying within the above described boundaries, more or less.

EXCEPTING AND RESERVING that tract or parcel of land, situate in the Town of Byron, County of Genesee, State of New York and being part of Lot 55, Township 1 of the 100,000 Acre Tract (so-called) bounded and described as follows:

Beginning at a point on the centerline of Ivison Road (the centerline of Ivison Road being the easterly line of Lot 55) at its intersection with the centerline of Gillett Road (the centerline of Gillett Road being the southerly line of Lot 55).

Running thence: Westerly along the centerline of Gillett Road, a distance of 200.0 feet to a point.

Running thence: Northerly, parallel with the centerline of Ivison Road, a distance of 355.95 feet to a point.

Running thence: Easterly, a distance of 200.02 feet to a point on the centerline of Ivison Road.

Running thence: Southerly along the centerline of Ivison Road, a distance of 357.90 feet to the point or place of beginning; containing 1.639 acres be the same more or less.

Being and intended to be part of the lands conveyed and described in a deed to Gilbert and Anabel Hoskins dated April 1st, 1950 and recorded in the Genesee County Clerk's Office on April 10th, 1950 in Liber 303 of Deeds at page 8; and a deed recorded in said Clerk's Office in Liber 338 of Deeds at Page 143.

EXCEPTING AND RESERVING that tract or parcel of land situate in the Town of Byron, County of Genesee, State of New York and being part of Lot 55, Township 1 of the 100,000 Acre Tract (so-called), bounded and described as follows:

Beginning at a point on the centerline of Ivison Road (Ivison Road being 49.5 feet wide) at the Northeast corner of lands conveyed to Gilbert and Anabel Hoskins by deed recorded in the Genesee County Clerk's Office in Liber 338 of Deeds at page 143. Said point being the Northeast corner of Lot 55; thence (1) south along the centerline of Ivison Road, a distance of 25.0 feet to a point; thence (2) West parallel with the North line of said Hoskins lands, a distance of 500.0 feet to a point; thence (3) South parallel with the centerline of Ivison Road, a distance of 290.0 feet to a point; thence (4) West parallel with the North line of said Hoskins lands, a distance of 250.0 feet to a point; thence (5) North parallel with the centerline of Ivison Road, a distance of 315.0 feet to a point on the North line of said Hoskins lands; thence (6) East along the North line of said Hoskins lands, a distance of 750.0 feet to the point or place, of beginning containing 2.095± acres be the same, more or less.

EXCEPTING AND RESERVING that tract or parcel of land situate in the Town of Byron, County of Genesee, and State of New York and being part of Lot 55, bounded and described as follows:

Beginning at a P.K. nail on the centerline of Gillett Road, said nail being approximately 2658 feet Westerly from the intersection of the centerline of Gillett Road with the centerline of Ivison Road, said nail also marking the Southwest corner of Lot 55, thence

(1) North 09°-30'-00" East and along an old fence and hedge marking the West line of Lot 55, said West line of Lot 55 also being the division line between lands of the grantor on the East and lands belonging to Richard H. and Martha B. Cockram as described in Liber 367 of Deeds at page 82 on the west, for a distance of 200.0 feet to an iron pipe, thence

(2) South 81°-01'-30" East for a distance of 200.0 feet to an iron pipe, thence

(3) South 09°-30'-00" West for a distance of 200.0 feet to a P.K. nail on the centerline of Gillett Road, thence

(4) North 81°-01'-30" West and along the centerline of Gillett Road for a distance of 200.0 feet to the point of beginning. Containing 0.9183 acres to centerline.

Parcel 3

All That Tract or Parcel of Land, situate in the Town of Byron, County of Genesee and State of New York bounded and described as follows: Being the East part of lot number fifty five in Township number one of the 100,000 Acre of Connecticut Tract, so called, bounded as follows, viz:

Subdivision Lot Number Two of Lot Number 67 in said Town of Byron and bounded as follows: Beginning at the Northeast corner of said lot in the center of said road; thence along the East bounds of said lot nine chains, thirty three links; thence Westerly parallel with the North boundary line of said lot twelve chains, sixty two links to a post; thence North one degree fifty nine minutes East, nine chains thirty three links to the North line of said lot; thence along the same easterly twelve chains sixty two links to the place of beginning, containing 11 77/100 acres as surveyed by George Mathewson be the same more or less.

The east part of subdivision number one of said lot number 67 in said town bounded as follows: Beginning on the East line of said subdivision on the North bounds of the New York Central Rail Road; thence North on the East line of said subdivision five chains sixty one links; thence West eight chains, sixty six links; thence nine chains, ninety links to the Railroad; thence Easterly along the North bounds of the railroad to the place of beginning, containing six acres and 66/100 as surveyed by A. H. Green.

The North end of subdivision number three of said lot number 67 bounded as follows: On the south by North bounds of the NYC&RR Co.'s land; on the east by the east line of the lot; on the North by the South line of subdivision number two of said lot and on the West by the East line of subdivision No. I of said lot, containing all the land within the above described boundaries more or less.

Parcel 4

All that tract or parcel of land, known as Lot 4 of the Re-Subdivision of Lot 1 of the Northup Subdivision as shown on a plat map by Clifford James Rigerman and on file in the Genesee County Clerk's Office, situate in Town Lots 7 & 19 in Township 1, Town of Byron, County of Genesee, State of New York, and also known as part of the 100,000 Acres or Connecticut Tract and more particularly described as follows:

Commencing at a point in the centerline of Iverson Road having a right-of-way width of 49.5 feet, said point also being on the Northeast corner of Town Lot 19;

Thence South 10°-19'-07" West a distance of 78.80 feet to the true point of beginning, said point also being on the division line between N/F William C. Lynch & Pamela Boshart Lynch Tax Account No. 7-1-98.1 on the North and N/F James E. Northup and Frances E. Northup Tax Account No. 7-1-50.113 on the South, thence

- 1) South 10°-19'-07" West along the above mentioned centerline of Ivison Road, a distance of 301.00 feet to a point; thence
- 2) North 79°-59'-16" West a distance of 324.33 feet to a point; thence
- 3) North 10°-19'-07" East a distance of 301.00 feet to a point; thence
- 4) South 79°-59'-16" East along the first mentioned division line distance of 324.33 feet to a point in the centerline of the previously mentioned Ivison Road, said point being on the East line of Lot 19 and the point of beginning.

Parcel 5

All that tract or parcel of land, known as Lot 3 of the Re-Subdivision of Lot I of the Northup Subdivision as shown on a plat map made by Clifford James Rigerman and on file in the Genesee County Clerk's office, situate in Town Lots 7 & 19 in Township 1, Town of Byron, County of Genesee, State of New York, and also known as part of the 100,000 acres or Connecticut Tract and more particularly described as follows:

Beginning at a point in the centerline of Ivison Road having a right-of-way width of 49.5 feet, said point also being on the East line of Town Lot 7 and being 432.70 feet South of the North East corner of Lot 7 and the centerline of Townline Road and further described as a point on the East end of a projection of the division line between N/F Cy Properties, LLC Tax Account No. 7-1-103 on the North and N/F James E. Northup and Frances E. Northup Tax Account No. 7-1-50.113 on the South, thence

- 1) South 10°-00'-44" West along the above mentioned centerline of Ivison Road a distance of 15.48 feet to a point, thence
- 2) North 79°-59'-16" West a distance of 324.75 feet to a point, thence
- 3) South 10°-00'-44" West a distance of 1281.08 feet to a point, thence
- 4) South 10°-19'-07" West a distance of 301.00 feet to a point, thence
- 5) South 79°-59' 16" East a distance of 324.33 feet to a point in the centerline of the previously mentioned Ivison Road, said point being on the East line of Lot 19, thence
- 6) South 10°-19'-07" West along the last mentioned centerline, said centerline also being the East line of Lot 19, a distance of 665.44 feet to a point on the division line between Lot R-1 on the south and Lot 3 on the North of the Re-Subdivision of Lot 1 of the Northup Subdivision, thence
- 7) North 76°-25'-40" West along the last mentioned division line, a distance of 792.16 feet to a point on the on the division line between N/F James E. Northup & Francis E. Northup Tax Account No. 7-1-50.113 on the East and N/F John L. Sackett, Jr. & Jean L. Sackett & Charles D. Sackett Tax Account No. 7-1-47.11 on the West; thence
- 8) North 10°-19'-07" East along the last mentioned division line, said division line also being parallel to the East line of Lot 19, a distance of 995.50 feet, thence
- 9) Continuing along the last mentioned division line North 10°-00'-44" East, said division also being parallel to the East line of Lot 7, a distance of 1217.76 feet to a point on the first mentioned division line, thence
- 10) South 80°-01'-39" East along the last mentioned division line a distance of 790.90 feet to a point in the centerline of the first mentioned Ivison Road and the point of beginning.

Containing 1,256,488.763+/- square feet or 28.845+/- acres more or less to the centerline of Ivison Road. This is shown on a map attached hereto of the Re-subdivision of Lot 1 of the Northup Subdivision and on file at the Genesee County Clerk's Office under Map # 1888.

All that tract or parcel of land situate in the Town of Byron, County of Genesee, State of New York and being a part of Town Lot 7, Township 1, of the 100,000 Acre Tract, and more particularly described as follows:

Beginning at a point in the centerline of Ivison Road, said point being the Southeasterly corner of lands now or formerly owned by William D. and Nancy B. Hayes as filed in the Genesee County Clerk's Office in Liber 425 of Deeds at page 1162;

Thence, South $01^{\circ}00'00''$ East on the centerline of Ivison Road, a distance of 208.00 feet to a point;

Thence, South $88^{\circ}42'36''$ West thru the lands now or formerly owned by James E. and Frances E. Northup as filed in the Genesee County Clerk's office in Liber 351 of Deeds at Page 255, a distance of 790.90 feet to an iron pin;

Thence, North $01^{\circ}18'14''$ West in the Easterly line of lands now or formerly owned by John L. Jr., Jean L. and Charles D. Sackett as filed in the Genesee County Clerk's Office in Liber 563 of Deeds at Page 53, a distance of 208.00 feet to an iron pipe.

Thence North $88^{\circ}42'36''$ East in the Northerly line of lands now or formerly owned by said Northup, a distance of 792.00 feet to the point and place of beginning.

Being 3.779 acres, as shown on a map entitled "Survey of lands of James E. & Frances E. Northup" prepared by Douglas W. Magde P.L.S. dated August 30, 1991.

Parcel 6

All that tract or parcel of land, situate in the Town of Stafford, County of Genesee and State of New York, in Township Number 1 of the 100,000 Acre tract, so-called as follows: The second or East subdivision of lot No. 115, said subdivision containing fifty-two acres and twenty-six hundredths of an acre as surveyed by George Mathewson, be the same more or less, excepting always and reserving from the above described piece of land all that portion of said subdivision which lies south of the center of the State Road which runs across the South-east corner of said subdivision, be the same more or less.

EXCEPTING AND RESERVING that tract or parcel of land situate in the Town of Stafford, County of Genesee, State of New York and being a part of Lot 115, Township 1 of the 100,000 Acre Tract (so-called) bounded and described as follows:

Beginning at a P.K. nail marking the intersection of the centerline of Route 33 with the centerline of Ivison Road; thence (1) Westerly and along the centerline of Route 33 for a distance of 775.46 feet to a point; thence (2) Northerly and making an interior angle with course 1 in the Northeast quadrant of 72-05-54 for a distance of 455.26 feet to an iron pipe; thence (3) Easterly and

making an interior angle with course 2 in the Southeast quadrant of 90-00-00 for a distance of 737.91 feet to a P.K. nail on the centerline of Ivison Road; thence (4) Southerly along the centerline of Ivison Road and making an interior angle with course 3 in the Southwest quadrant of 90-00-00 for a distance of 216.90 feet to the point of beginning, course 4 making an interior angle with course 1 in the Northwest quadrant of 107-54-06. Containing 5.000 acres to highway boundary lines, 5.6933 acres to centerlines.

EXCEPTING AND RESERVING all that tract or parcel of land, situate in the Town of Stafford, County of Genesee, and State of New York and being part of Lot No. 115, Township 1, of the 100,000 Acre Tract, so called, bounded and described as follows:

Beginning at a point on the center line of State Road, also known as Route 33, at a distance of 230 feet Westerly measured along the said line from its intersection with the center line of Iveson Road (center line of Iveson Road being the Easterly line of Lot No. 115); running thence Southerly at an exterior angle of 98° 00' with the center of State Route 33, a distance of 133.32 feet to a point; running thence Westerly and parallel to the center line of State Route 33, a distance of 136 feet to a point; running thence Northerly and parallel to the first described boundary, a distance of 133.32 feet to the center line of State Route 33; running thence Easterly along the center line of State Route 33, a distance of 136 feet to the point or place of beginning. Containing 0.41 acres, be the same more or less.

Being and intending to be the premises conveyed to party of the first part by deed dated December 11, 1996, and recorded December 13, 1996, in the Genesee County Clerk 's Office in Liber 687 of Deeds at page 202.

EXCEPTING AND RESERVING All that tract or parcel of land, situate in the Town of Stafford, County of Genesee, State of New York and being a part of Lot 115, Township 1 of the 100,000 Acre Tract (so called) bounded and descried as follows:

Beginning at a P.K. nail marking the intersection of the centerline of N.Y.S. Route 33 with the centerline of Ivison Road; thence (1) Westerly and along the centerline of N.Y.S. Route 33 for a distance of 775.46 feet to a point; thence (2) Northerly and making an interior angle with course 1 of 72-05-54 for a distance of 455.26 feet to an iron pipe; thence (3) Easterly and making an interior angle with course 2 of 90-00-00 for a distance of 737.91 feet to a P.K. nail on the centerline of Ivison Road; thence (4) Southerly along the centerline of Ivison Road and marking an interior angle with course 3 of 90-00-00 for a distance of 216.90 feet to the point of beginning, course 4 making an interior angle with course 1 of 107-54-06.

EXCEPTING AND RESERVING all that tract or parcel of land situate in the Town of Stafford, County of Genesee and State of New York, known and distinguished as part of the second or East subdivision of Lot No. 115 of the 100,000 Acre or Connecticut Tract, so called, bounded as follows:

Beginning at a railroad spike marking the intersection of the centerline of Griswold Road with the centerline of Ivison Road, said intersection being the southeast corner of Lot 115, thence 1) N

89-52-45 W and along the centerline of Griswold Road for a distance of 1035.68 feet to a point; thence 2) N 00-05-02 E for a distance of 24.75 feet to an iron pipe on the north line of Griswold Road, thence continuing along the same course for an additional 38.23 feet to an iron pipe on the south line of Route 33, making a total for this course of 62.98 feet; thence 3) N 17-47-41 W for a distance of 33.00 feet to a point on the centerline of Route 33 at Sta. 343+70; thence 4) N 72-12-19 E and along the centerline of Route 33 for a distance of 734.-72 feet to a point marking the northwest corner of lands of Floyd Bill as described in Liber 365 of Deeds at Page 269; thence 5) S 09 47-41 E and along the West line of lands of Bill for a distance of 133.32 feet to an iron pipe; thence 6) N 72- 12-19 E and along the south line of lands of Bill for a distance of 136.00 feet to an iron pipe; thence 7) N 09-47-41 W and along the east line of lands of Bill for a distance of 133.32 feet to a point on the centerline of Route 33; thence 8) N 72-12-19 E and along the centerline of Route 33 for a distance of 227.42 feet to a P.K. nail marking the intersection of the centerline of Route 33 with the centerline of Ivison Road; thence 9) S 00-03-10 E and along the centerline of Ivison Road for a distance of 432.19 feet to the point of beginning, containing 5.8899 acres, be the same more or less.

Parcel 7

All that tract or parcel of land, situate in the Town of Stafford, County of Genesee and State of New York, in Township No 1 of the 100,000 acre tract, so called ad follows:

The Northeast part of the West half of Lot Number One Hundred Sixteen (116) bounded as follows: Beginning at the Northeast corner of the West half of said lot; thence West on the North line of said lot, seven chains and seven links (7C 7L); thence south parallel with the East line of said lot seven chains and seven links; thence East parallel with the North line of said lot, seven chains and seven links to the East line of the West half of said Lot No. One Hundred and Sixteen; thence North on said East line seven chains and seven links to the place of beginning, containing five acres of land more or less.

Beginning at the Northwest corner of the said Lot; thence running South 87 degrees East twenty chain eight two links (20C 82L) to a stake in the North line of said lot; thence South 3 degrees West twelve chains sixty links (12C 60L) to the center of the State Road; thence South 77 degrees west twenty one chains seventy five links (21C 75L) to the West line of said lot; thence North 3 degrees East nineteen chains thirty nine links (19C 9L) to the place of beginning, containing thirty three and twenty nine hundredths acres (J3 29/100) of land be the same more or less.

EXCEPTING AND RESERVING all that tract or parcel of land, situate in the Town of Stafford, County of Genesee, State of New York and being a part of Lot 116, Township 1 of the 100,000 Acre Tract (so-called) bounded and described as follows:

Beginning at a point on the center line of Ivison Road (said road being 49.5 feet wide) said center line being the West line of Lot 116 at its intersection with the Northerly line of Lot 116, said Northerly line of Lot 116 being also the Town line between the Town of Stafford on the south and the Town of Byron on the North.

Running thence: Easterly along the Northerly line of said Lot 116, a distance of 250.0 feet to a point.

Running thence: Southerly parallel to the center line of Ivison Road, a distance of 105.0 feet to a point.

Running thence: Westerly parallel to the North line of Lot 116, a distance of 250.0 feet to the center line of Ivison Road.

Running thence: Northerly along the center line of Ivison Road, a distance of 105.0 feet to the point or place of beginning, containing 0.60 acres be the same more or less.

EXCEPTING AND RESERVING all that tract or parcel of land situate in the Town of Stafford, county of Genesee, State of New York and being a part of Lot 116, Township 1, of the 100,000 Acre Tract (so-called) bounded and described as follows:

Beginning at a point on the center-line of Ivison Road (said road being 49.5 feet wide), said center-line being the West line of Lot 116 at a distance of 105.0 feet measured along said center-line from its intersection with the North line of Lot 116, said North line of Lot 116 being also the town line between the Town of Stafford on the South and the Town of Byron on the North.

Running thence: Easterly and parallel to the Northerly line of Lot 116, a distance of 250.0 feet to a point.

Running thence: Southerly parallel to the center line of Ivison Road, a distance of 105.0 feet to a point.

Running thence: Westerly parallel to the north line of Lot 116, a distance of 250.0 feet to the centerline of Ivison Road.

Running thence: Northerly along the center-line of Ivison Road, a distance of 105.0 feet to the Point or place of beginning, containing 0.60 acres be the same more or less.

EXCEPTING AND RESERVING that tract or parcel of land, situate in the Town of Stafford, County of Genesee, State of New York, and being a part of Lot 116, Township 1 of the 100,000 Acre Tract (so-called) bounded and described as follows:

Beginning at a point on the center line of the Ivison Road (said road being 49.5 feet wide), said center line being the West line of Lot 116 at a distance of 210.0 feet measured along said center line from its intersection with the North line of Lot 116, said North line of Lot 116 being also the town line between the Town of Stafford on the South and the Town of Byron on the North. Running thence Easterly and parallel to the Northerly line of Lot 116, a distance of 250.0 feet to a point; running thence Southerly parallel to the center line of Ivison Road, a distance of 105.0 feet to a point; running thence Westerly parallel to the North line of Lot 116, a distance of 250.0 feet to the center line of Ivison Road; running thence Northerly along the center line of Ivison Road, a distance of 105.0 feet to the point or place of beginning, containing 0.60 acres be the same more or less.



GENESEE COUNTY – STATE OF NEW YORK

MICHAEL T. CIANFRINI, COUNTY CLERK
15 MAIN STREET, BATAVIA, NEW YORK 14020

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: DE2019-1506

Receipt#: 24175
Clerk: SF
Rec Date: 10/17/2019 09:31:40 AM
Doc Grp: D
Descrip: LEASE (ANY LEASE)
Num Pgs: 8
Rec'd Frm: NEXTERA ENERGY RESOURCES
LLC/SF

Party1: FULLER SUE
Party2: EXCELSIOR ENERGY CENTER LLC
Town: BYRON

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: 85.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 85.00

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

***** Transfer Tax *****

Transfer Tax #: 373
Transfer Tax
Consideration: 0.00

Total: 0.00

WARNING***

*** Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a (5) &
319 OF THE REAL PROPERTY LAW OF THE STATE OF
NEW YORK.

Michael T. Cianfrini

Michael T. Cianfrini
Genesee County Clerk

Record and Return To:

JANET TRUESDALE
NEER
700 UNIVERSE BLVD
JUNO BEACH FL 33408

When recorded return to:

Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 6 day of September 2019 ("**Effective Date**"), by and between Sue Fuller, a/k/a Suzanne Fuller, a single person whose address for notices is: 6283 Cockram Road, Byron, NY 14422 ("**Owner**") and Excelsior Energy Center, LLC, a Delaware limited liability company whose address for notices is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the commencement date

("Commencement Date"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

Owner:

ACKNOWLEDGEMENT

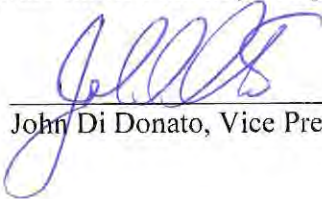
3

EXECUTED on the date set forth below.

Operator:

Excelsior Energy Center, LLC
a Delaware limited liability company

By:


John Di Donato, Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA

)

)ss:

COUNTY OF PALM BEACH

)

On this 6 day of September, 2019, before me, the undersigned notary public, personally appeared John Di Donato personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____

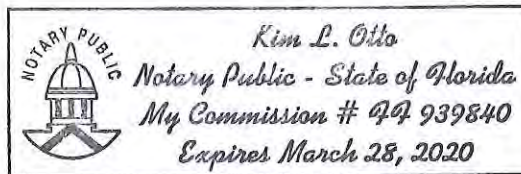


EXHIBIT A

Legal Description of Owner's Property

Parcel 1

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Byron, County of Genesee and State of New York, being part of Lot No. 29, more particularly described as follows:

Commencing at a P.K. nail found at the intersection of the centerline of Cockram Road with the centerline of Caswell Road; thence easterly, along the centerline of Cockram Road, for a distance of 877.84 feet to a P.K. nail; thence easterly, forming a clockwise angle of $179^{\circ} 47' 45''$ continuing along the centerline of Cockram Road, for a distance of 346.90 feet to the point of beginning of the parcel to be described; thence

- 1) Northerly, forming an interior angle in the northeast quadrant of $89^{\circ} 33' 27''$ for a distance of 1292.11 feet to an iron pipe; thence
- 2) Easterly, forming an interior angle of $90^{\circ} 50' 54''$ for a distance of 795.69 feet to an iron pipe; thence
- 3) Southerly, forming an interior angle of $101^{\circ} 29' 31''$, along the westerly line of lands now or formerly belonging to James G. and Barbara A. Cudney, as recorded in the Genesee County Clerk's Office in Liber 421 of deeds at page 426, and along the westerly line of lands now or formerly belonging to Ronald St. John, Jr., as recorded in the Genesee County Clerk's Office in Liber 461 of Deeds at page 946, for a distance of 903.84 feet to a corner post; thence
- 4) Westerly, forming an interior angle of $78^{\circ} 10' 09''$ for a distance of 73.59 feet to a point; thence the following three courses along the centerline of a creek;
- 5) Southerly, forming an interior angle of $266^{\circ} 26' 54''$, for a distance of 201.81 feet to a point; thence
- 6) Southeasterly, forming an interior angle of $227^{\circ} 53' 47''$ for a distance of 97.59 feet to a point; thence
- 7) Southerly, forming an interior angle of $141^{\circ} 05' 03''$ for a distance of 140.94 feet to a point; thence
- 8) Westerly, forming an interior angle of $84^{\circ} 55' 10''$ along the centerline of Cockram Road, for a distance of 239.71 feet to a P.K. nail; thence
- 9) Westerly, forming an interior angle of $179^{\circ} 35' 04''$, continuing along the centerline of Cockram Road, for a distance of 748.23 feet to the point of beginning.

EXCEPTING THEREFROM, ALL THAT TRACT OR PARCEL OF LAND beginning at a point on the centerline of Cockram Road. Said point being 591.29' west of the center of N.Y.S. Route 237; thence, West, along the centerline of Cockram Road, 239.71' to an angle point, thence continuing, West, 60.29, along said centerline and making an interior angle of $179^{\circ} 35' 04''$ to a point; thence, North, making an interior angle of $90^{\circ} 24' 57''$, 574.67' to a point; thence, East, at a right angle, 273.81 to a point, thence. Southerly, making an interior angle of $101^{\circ} 28' 57''$, 166.97 to an existing fence post; thence, West, and making an interior angle of $78^{\circ} 10' 09''$, 73.59' to the centerline of a creek; thence, South, along said centerline, 201.81' to a point; thence, Southeast, and continuing along said centerline of creek, 97.59' to a point, thence, South, continuing along said creek centerline, 140.94 to the point of beginning. Containing 3.491 acres and conveyed by Cary L. Liles and Bruce C. Liles to Daniel Kelley and Pamela Kelley by Deed dated October 15, 1987 and recorded on October 16, 1987 in Liber 539 of Deeds at page 118.

EXCEPTING THEREFROM, ALL THAT TRACT OR PARCEL OF LAND beginning at a point on the centerline of Cockram Road, said point being 1529.23' west of the centerline of N.Y.S. 237; thence, Westerly, along the centerline of Cockram Road, 150.00' to a point; thence, North, making an interior angle of 89°33'27", 421.08' to a point; East, and being parallel to said centerline, 118.49' to a point; thence, South, and making an interior angle of 93°50'24", 422.01' to the point of beginning. Containing 1.298 acres and conveyed by Bruce C. Liles and Cary L. Liles to Cary L. Liles by Deed dated October 15, 1987 and recorded on October 16, 1987 in Liber 539 of Deeds at page 120.

EXCEPTING THEREFROM, ALL THAT TRACT OR PARCEL OF LAND beginning at a point on the centerline of Cockram Road, 991.29' west from the centerline of Route 237. Said point being the southwest corner of land conveyed to Daniel and Pamela Kelley at Liber 539, page 118. Thence west along said centerline of Cockram Road 80.00' to a point. Thence north, turning an interior angle of 90 -24'57", 574.09' to a point. Thence east turning; an interior angle of 90 -00' -00", 80.00' to the northwest corner of said Kelley's. Thence south along Kelley's west line 574.67' to the point of beginning. Containing 1.055 acres and conveyed by Bruce C. Liles and Cary L. Liles to Daniel and Pamela Kelly by Deed dated October 12, 1990 and recorded on October 19, 1990 in Liber 587 of Deeds at page 197.

EXCEPTING THEREFROM, ALL THAT TRACT OR PARCEL OR LAND beginning at a point on the centerline of Cockram Road, 1,071.29' west from the centerline of Route 237. Thence west along said centerline of Cockram Road 127.00' to a point. Thence north turning an interior angle of 90 -24"-57", 230.00' to a point. Thence east turning an interior angle of 89 -35'-03", 127.00' to a point. Thence south turning an interior angle of 90 -24'-57", 230 .00' to the point of beginning. Containing 0.671 acres and conveyed by Bruce C. Liles and Cary L. Liles to Cary L. Liles by Deed dated October 12, 1990 and recorded on October 19, 1990 in Liber 587 of Deeds at page 198.

EXCEPTING THEREFROM, ALL THAT TRACT OR PARCEL OF LAND beginning at a point on the centerline of Cockram Road, 1,198.29' west from the centerline of Route 237. Thence west along said centerline of Cockram Road 116.22" to a point. Thence north turning an interior angle of 90-00'00", 229.99' to a point. Thence east turning an interior angle of 90 -00'00", 114.55' to a point. Thence south turning an interior angle of 90 - 24'57", 230.00' to the point of beginning. Containing 0.609 acres and conveyed by Bruce G. Liles and Cary L. Liles to Cary L. Liles by Deed dated October 12, 1990 and recorded on October 19, 1990 in Liber 587 of Deeds at page 199.

Tax Account No. 7-1-86.121

Approximately 19.30 acres

Parcel 2

ALL THAT TRACT OR PARCEL OF LAND being part of Lot No. 29, situate in the Town of Byron, County of Genesee, State of New York, beginning at a P.K. nail set in the centerline of Caswell Road, said nail being 980.30 feet northerly from the intersection of the centerline of Caswell Road with the centerline of Cockram Road; thence

- 1) Northerly, along the centerline of Caswell Road, for a distance of 300.00 feet to a P.K. nail, thence
- 2) Easterly, forming an interior angle of $90^{\circ}50'54''$, for a distance of 1224.66 feet to an iron pipe; thence
- 3) Southerly, forming an interior angle of $89^{\circ}09'06''$, for a distance of 300.00 feet to an iron pipe; thence
- 4) Westerly, forming an interior angle of $90^{\circ}50'54''$ for a distance of 1224.86 feet to the point and place of beginning, forming an interior angle with the first course of $89^{\circ}09'06''$.
Containing 8.435 acres.

ALSO, ALL THAT TRACT OR PARCEL OF LAND being part of Lot No. 29, situate in the Town of Byron, County of Genesee, State of New York, beginning at a P.K. nail set in the centerline of Caswell Road, said nail being 980.30 feet northerly from the intersection of the centerline of Caswell Road with the centerline of Cockram Road; thence

- 1) Northerly, along the centerline of Caswell Road, for a distance of 300.00 feet to a P.K. nail, thence
- 2) Easterly, forming an interior angle of $90^{\circ}50'54''$, for a distance of 1224.86 feet to an iron pipe; thence
- 3) Southerly, forming an interior angle of $89^{\circ}09'06''$, for a distance of 300.00 feet to an iron pipe; thence
- 4) Westerly, forming an interior angle of $90^{\circ}50'54''06''$, for a distance of 1224.86 feet to the point and place of beginning, forming an interior angle with the first course of $89^{\circ}09'06''$.
Containing 8.435 acres.

Subject to the rights of the public in and to the lands lying within the bounds of Caswell Road as it adjoins the above-described parcel.

Tax Account No. 7-1-92.1

When recorded return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 18th day of February, 2019 ("**Effective Date**"), by and between L-Brooke Farms, LLC, a New York limited liability company ("**Owner**") and Excelsior Energy Center, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** and depicted on the attached **Exhibit B-1** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the

Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:

L-Brooke Farms, LLC
a New York limited liability company

By: 
Grady J. Vincent, Managing Member

ACKNOWLEDGEMENT

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

On this 6th day of February, 2019, before me, personally came Grady J. Vincent, managing member of L-Brooke Farms, LLC, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: May 7th 2022

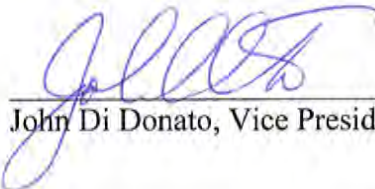
EDWARD J COLEMAN JR NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CO6374959 Qualified in Chemung County Commission Expires May 07, 2022

EXECUTED on the date set forth below.

Operator:

Excelsior Energy Center, LLC,
a Delaware limited liability company

By:


John Di Donato, Vice President

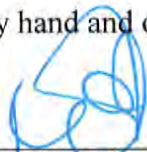
ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this 18 day of February, 2019, before me, the undersigned notary public, personally appeared John Di Donato personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____

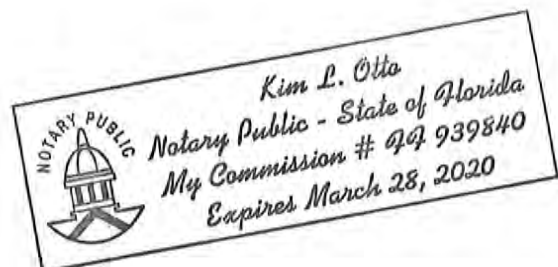


EXHIBIT A

Legal Description of Owner's Property

Parcel 1

All that tract or parcel of land, situate, lying and being in the Town of Byron, County of Genesee and State of New York, known and distinguished as Lot No. 51 of the 1st Township of the 100,000 acre or Connecticut Tract, bounded as follows:

North by lot No. 39; East by Lot No. 52; South by Lot No. 83 and West by Lot No. 50, excepting all highways if any there be on said lot, containing 100 acres of land be the same more or less.

EXCEPTING, however, a parcel described as follows: The Northwest corner of Lot No. 51, bounded as follows; Beginning at the Northwest corner of said lot; thence Southerly, along the West bounds of said lot, 10 chains 37 links to the center of said highway 10 chains 50 links to the North line of said lot; thence West on said North line, 1 chain 44 links to the place of beginning, containing 0.75 acres of land, be the same or more or less.

ALSO EXCEPTING that parcel described in a deed to Glazier dated June 25, 1965 which deed was recorded on September 17, 1965 in the Genesee County Clerk's Office in Liber 386 of Deeds at page 219.

ALSO EXCEPTING from Lot No. 51 the following described parcel: Beginning at the Southwest corner of that parcel of land of about 1.11 acres now owned by Richard G. Glazier and Joyce Ann Glazier which parcel is described in a deed dated June 25, 1965 and recorded in the Genesee County Clerk's Office in Liber 386 at page 219; thence Easterly along the Southerly bounds of the Glazier parcel to the Southeast corner thereof, then Southerly along the prolongation Southerly of the East bounds of the Glazier parcel, 350 feet to a point; thence Westerly and parallel to the first mentioned bounds to a point in the West bounds of Lot No. 51; thence Northerly along said West bounds to the point of intersection of the West bounds of Lot No. 51 and the centerline of the Byron Road; thence continuing Northerly along the centerline of Byron Road, 150.22 feet to Southwest corner of the Glazier parcel and the point of beginning.

EXCEPTING AND RESERVING therefrom the premises as described in a deed given by Richard G. Glazier, James L. Vincent, Mark Dewey, partners d/b/a G.F. Britt & Sons to Donald C. Britt and Marilyn B. Britt by deed dated December 24, 1985 and recorded December 26, 1985 in Liber 504 of Deeds at page 345 in the Genesee County Clerk's Office.

EXCEPTING AND RESERVING therefrom the premises as described in a deed given by Richard G. Glazier, James L. Vincent and Mark J. Dewey, partner d/b/a G.F. Britt & Sons to Richard G. Glazier and Joyce A. Glazier by deed dated December 24, 1985 and recorded December 26, 1985 in Liber 504 of Deeds at page 347 in Genesee County Clerk's Office.

EXCEPTING AND RESERVING therefrom the premises as described in a deed given by Richard G. Glazier, James L. Vincent and Mark J. Dewey, partner d/b/a G.F. Britt & Sons to Byron Leasing, a partnership by deed and recorded December 31, 1985 in Liber 505 of Deeds at page 74 in the Genesee County Clerk's Office.

EXCEPTING AND RESERVING therefrom the premises as described in a deed given by G.F. Britt & Sons, a partnership consisting of James L. Vincent, Richard G. Glazier and Mark J. Dewey to Byron Leasing, a partnership consisting of Richard G. Glazier, James L. Vincent, Paul W. Dow and Andrew J. Talbott by deed dated March 1, 1991 and recorded April 25, 1991 in Liber 594 at page 70 in the Genesee County Clerk's Office.

Abstract No. 7,071

All that tract or parcel of land, being located in Lot No. 50, Township No. 1 in the Town of Byron, County of Genesee, State of New York and being part of the 100,000 acre or Connecticut Tract bounded and described as follows: Beginning at a point in the centerline of the Batavia-Byron Road which is the Southwest Corner of that parcel of land deeded to Byron Enterprises by deed recorded in Liber 605 of Deeds at page 196 in the Genesee County Clerk's Office and traveling thence Easterly along the South boundary of the parcel described in Liber 605 of Deeds at page 196 to its point of intersection with the East line of Lot No. 50; and traveling thence South along the East line of Lot No. 50 to the Southeast corner thereof; traveling thence West along the South line of Lot No. 50 to the centerline of the Batavia-Byron Road; and traveling thence Northeasterly along the centerline of the Batavia-Byron Road to the point or place of beginning;

EXCEPTING AND RESERVING therefrom all that tract or parcel of land situate in the Town of Byron, County of Genesee, State of New York and being part of Lot 50, Township 1 of the 100,000 Acre Tract (so-called) Bounded and described as follows:

Beginning at a point on the Easterly line of Lot 50 at a distance of 276.0 feet Northerly, measured along the Easterly line of Lot 50 from the Southeasterly corner thereof, running thence Westerly on a line measured at right angles to the Easterly line of Lot 50, a distance of 135.0 feet to a point on the centerline of the Byron Road; running thence Northeasterly along the centerline of the Byron Road, a distance of 385.0 feet to a point; running thence Easterly on a line measured at right angles to the centerline of the Byron Road, a distance of 48.10 feet to a point on the Easterly line of Lot 50; running thence Southerly along the Easterly line of Lot 50, a distance of 363.75 feet to the point or place of beginning, containing 0.77 Acres be the same more or less.

Being a portion of the premises conveyed in Liber 442 of Deeds at page 267 and being the portion of the former "Kelf" Farm owned by G.F. Britt & Sons which is located in Lot 50 and which lies Southeast of the Batavia-Byron Road.

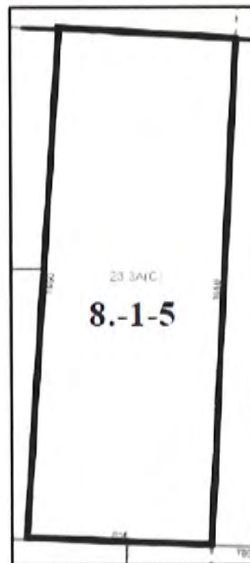
Parcel 2

One other piece or parcel of land in the same tract and town and being the East part of Lot No. 63, bounded as follows:

Beginning at the Northeast corner of said lot at a post marked $51\pm 5/63\pm 64$; thence South 2° West, 25 chains to the Southeast corner of said lot; thence West 2° North on the South line of said lot, 9 chains $33 \frac{1}{3}$ links; thence North 2° East, 25 chains to the North line of said lot; thence East 2° South on the North line to the place of beginning, containing $23 \frac{1}{3}$ acres of land, be the same more or less.

EXHIBIT B-1 Depiction of Owner's Property

Depiction of Owner's Property owned by L-Brooke Farms, LLC in Genesee County, Town of Byron, New York, identified as Parcel Identification Numbers 6.-1-19.213 & 8.-1-5, according to the records of the Genesee County, Town of Byron, Real Property Office:



When recorded return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 30 day of May, 2018 ("**Effective Date**"), by and between Lea View Farms, Inc., a New York corporation ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional two (2) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the

Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

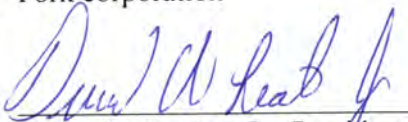
[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:

Lea-View Farms, Inc.,
a New York corporation

By:


David W. Leaton, Jr., President


ACKNOWLEDGEMENT

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

On this 23rd day of May, 2018, before me, personally came David W. Leaton, Jr., President of Lea-View Farms, Inc., a New York corporation, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY PUBLIC, STATE OF NEW YORK
My commission expires: 2/2/2019

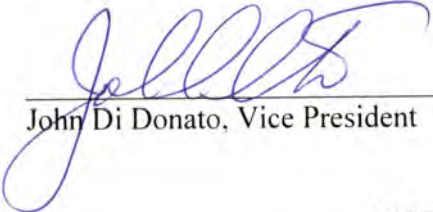
JAKE M. WHITING
Notary Public, State of New York
Genesee County
Registration No. 02WH6318698
My Commission Expires Feb. 2, 2019

EXECUTED on the date set forth below.

Operator:

Boulevard Associates, LLC
a Delaware limited liability company

By:


John Di Donato, Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this 30 day of May, 2018, before me, the undersigned notary public, personally appeared John Di Donato, Vice President of Boulevard Associates, LLC, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____



EXHIBIT A

Legal Description of Owner's Property

Parcel 1:

All That Tract or Parcel of Land, situate in the Town of Byron, County of Genesee and State of New York, being part of Lots No. 27 and 28, Township 1 of the 100,000 Acre Tract.

Beginning at a point on the intersection of the centerline of Cockram Road with the centerline of Caswell Road, said point being the Southeast corner of Lot No. 28.

Thence North $01^{\circ}48'40''$ East along the centerline of said Caswell Road, a distance of 1630.46' to a point, said point being the Northeast corner of Lot No. 28.

Thence North $87^{\circ}54'29''$ West along the North line of said lot, a distance of 1354.98' to a point.

Thence South $01^{\circ}48'40''$ West, a distance of 797.49' to a point.

Thence North $88^{\circ}23'53''$ West along the South line of land conveyed to Lea-View Farms, Inc. at Liber 433 of Deeds, Page 1094 and the South line of land conveyed to Call Lands at Liber 541 of Deeds, Page 324, a distance of 2863.98' to a point on the centerline of Byron Road.

Thence South $24^{\circ}53'47''$ West along said centerline, a distance of 504.12' to a point, said point being 383.86' Northeast from the centerline of Cockram Road.

Thence South $87^{\circ}51'08''$ East, a distance of 155.57' to a point.

Thence South $02^{\circ}08'52''$ West, a distance of 354.00' to a point on the centerline of said Cockram Road, said point being 304.00' East from the centerline of said Byron Road.

Thence South $87^{\circ}51'08''$ East along said centerline of Cockram Road a distance of 1745.48' to a point.

Thence South $88^{\circ}11'00''$ East continuing along said centerline, a distance of 2517.66' to the point of beginning.

Containing 106.872 acres and containing 103.30 acres per tax assessor.

Parcel 2:

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Northwest corner of Lot No. 28, Township 1 of the Connecticut Tract or 100,000 Acre Tract in the Town of Byron, County of Genesee and State of New York, which Northwest part is bounded as follows: Beginning at the Northwest corner of said lot; thence East on a line of lots 20 chains, 53 links; thence South parallel with the West line of said lot 12 chains, 19 links; thence West parallel with the North line of said lot 20 chains, 53 links to the west line of said lot; thence North on the line of lots 12 chains, 19 links to the place of beginning, containing 25 acres be the same more or less.

And containing 50.20 acres, more or less, according to the tax assessor.

Parcel 3:

ALL THAT TRACT OR PARCEL OF LAND situate in the south part of Lot No. 16, Township 1 of the Connecticut Tract in the Town of Byron, County of Genesee and State of New York, bounded as follows: Beginning at the Southeast corner of said lot at a post marked 1617/2829; thence on the South line North 88° West 40 chains, 56 links to a post marked 1516/2728; thence on the West line North 2° East so far that a line drawn through said lot parallel with the South line shall divide said lot equally; thence Easterly parallel with said South line to the East line of said lot; thence Southerly on said East line to the place of beginning, containing 48.50 acres of land.

EXCEPTING and RESERVING THEREFROM: All That Tract or Parcel of Land, situate in the Town of Byron, County of Genesee, State of New York, being part of Lot 16, Township 1 of the 100,000 Acre Tract and further described as follows:

Beginning at a point in the centerline of Caswell Road at the southeast corner of Lot 16, also being the northeast corner of lands now or formerly belonging to Lea-View Farms, Inc., as recorded in Liber 665 of Deeds at page 142, said point being N $01^{\circ} 48'$ 40" E a distance of 1630.46 feet, measured along said centerline, from a P.K. nail found at the intersection of the centerline of Caswell Road, with the centerline of Cockram Road; thence

1) North $87^{\circ}54'29''$ West along the North bounds of said lands of Lea-View Farms, Inc. being the South line of Lot 16, a distance of 1341.70 feet to an iron pin set; thence

2) North $06^{\circ}27'31''$ East a distance of 815.75 feet to an iron pin set in an existing fence line; thence

3) South $87^{\circ}54'29''$ East partially along the South bounds of lands now or formerly belonging to James W. and Alan E. Leaton, as recorded in Liber 713 of Deeds at page 135, a distance of 1275.60 feet to a MAG nail set in the centerline of Caswell Road; thence

4) South $01^{\circ}48'40''$ West along the centerline of Caswell Road, a distance of 813.39 feet to the point of beginning.

Containing 24.436 acres

ALSO EXCEPTING and RESERVING from the above described premises those lands conveyed by deed dated July 1, 1998 and recorded January 28, 1999 in Liber 730 of Deeds at page 231, and containing 1 acre, more or less.

Containing in all 20.20 acres, more or less, according to tax assessor.

Parcel 4:

All That Tract or Parcel of Land, situate in the Town of Byron, County of Genesee and State of New York and described as follows:

Beginning on the East line of Lot Number 4, Township Number 1 of the 100,000 Acre or Connecticut Tract, so called, at the center of the highway, at the Southeast corner of lands formerly owned by Thomas Carter; thence along the center of said highway 12 chains and 73 links to the Southeast corner of said Lot Number 4; thence continuing in the same direction, along said highway, on the East line of Lot Number 16 of said tract, to the center of said lot, thence Westerly and parallel to the North line of said lot to the West line thereof, thence South, along said West line, to the Southwest corner thereof; thence West, on the South line of Lot Number 15 of said tract, to the center of the Batavia Road, 22 chains and 6 links from the Southwest corner of said lot; thence Northwesterly, along the center of said road, to the Southwest corner of lands owned by the heirs of Zeno S. Terry on Lot Number 3 of said tract; thence East, along said Terry's south line to the Southeast corner of said Terry's land on Lot Number 4; thence North, parallel with the East line of said Lot Number 4, 9 chains and 73 links; thence East principally along the South bounds of lands formerly owned by said Thomas Carter 9 chains to the place of beginning, containing about 102.26 acres, more or less.

EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED PREMISES
THE FOLLOWING PARCELS:

- 1) Lands conveyed by deed dated November 23, 1959 and recorded December 4, 1959 in Liber 336 of Deeds, at page 283.
- 2) Lands conveyed by deed dated January 2, 1962 and recorded April 24, 1962 in Liber 354 of Deeds at page 199.
- 3) Lands conveyed by deed dated August 4, 1965 and recorded August 6, 1965 in Liber 385 of Deeds at page 98.
- 4) Lands conveyed by deed dated April 29, 1998 and recorded April 29, 1998 in Liber 713 of Deeds at page 134.

Parcel 5:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Byron, County of Genesee and State of New York and being part of the so-called Connecticut Tract of Lands and being identified as part of North half of Lot #27, Township #1, of the Connecticut Tract.

EXCEPTING therefrom all the lands West of the Byron Road and all highways on said Lot, being and intended to convey a 25.3 acre parcel of land on the East side of the Byron Road.

ALSO EXCEPTING therefrom all those lands conveyed by deed dated September 17, 2007 and recorded September 20, 2007 in Liber 860 of Deeds at page 952, containing 14.810 acres more or less.

Containing in all 25.3 acres, more or less, according to the tax assessor.

PARCEL 6:

All That Tract Or Parcel Of Land being part of Lots 86, 87, 98 and 99, Township No. 1 of the 100,000 acre or Connecticut tract in the Town of Byron, Genesee County, New York, bounded and described as follows: Beginning at a point in the centerline of Walkers Corners Road which is also the North line of Lot 87 at a distance of 181 feet East of the Northwest corner of Lot 87 and which point is also the Northeast corner of the parcel reserved in the deed at Liber 274 of Deeds at page 253; thence: (1) South on a line parallel with the West line of lot 87 a distance of 145 feet; thence: (2) Westerly on a line parallel with the North line of Lot 87 a distance of 181 feet to the West Line of Lot 87; thence: (3) Southerly along the West Line of Lot 87 and the East Line of Lot 86 to the Southeast Corner of the parcel described in a deed to Levi Fisk recorded in Liber 49 of Deeds at page 140; thence: (4) Westerly along the South line of Fisk a distance of 245' to the Southwest corner thereof; thence: (5) Southerly on a line parallel with the East Line of Lot 86 to a point on the southern boundary of the parcel described in a deed to John and Amanso Walker recorded in Liber 112 of Deeds at page 38; thence: (6) Westerly along the southern boundary of Liber 112 of Deeds at page 38 to the centerline of Bigelow Creek; thence: (7) Southerly along the centerline of Bigelow Creek to a point where it intersects with an imaginary line extending from a point on the North bounds of the South half of Lot 98, which point is 6.65 chains or 438.90 feet West of the East bounds of Lot 98 and which imaginary line extends Southerly and parallel to the West bounds of Lot 98; thence: (B) Southerly from said point of intersection along said imaginary line to the South bounds of Lot 98; thence: (9) Easterly along the South bounds of Lots 98 and 99 to the point of intersection with the Northwest boundary of the Conrail Railroad; thence: (10) Northeasterly along the Northwest line of the Conrail Railroad property to its point of intersection with the centerline of Lot 99; thence: (11) Northerly along the centerline of Lots 99 and 87 to a point on the centerline of Walkers Corners Road which is also the Northeast corner of the parcel described in Liber 131 of Deeds at page 130; thence: (12) Westerly along the centerline of Walkers Corners Road and the North line of Lot 87 to the point of beginning.

EXCEPTING therefrom that parcel located in the Northeast corner of the above described parcel which is more particularly described in the deed recorded in Liber 131 of Deeds at page 130.

Containing in all 116.40 acres, more or less, according to the tax assessor.

Parcel 7:

A parcel containing 53.80 acres lying East of and bordering on the highway running to Byron Center, said 53.80 acres lying in the form of a letter "L" and comprising a small part of the Southeast corner of lot No. 62 and the South piece of the West part of Lot No. 63; said last described 53.80 acres being part of land deeded by Amasa Walker to Asahel Walker and recorded in Liber 74 of Deeds at page 456 in Genesee County Clerk's Office, which said 53.80 acres is more particularly described as follows: Commencing at a point in the center of the highway leading to Byron Center, which point is 4 chains 18 links Southwesterly from the intersection of the North line of lot 62 with said highway at the center point of said highway; thence Easterly parallel with the Northerly line of said lot No. 62 to a point 4 chains East from the center of said highway; thence Southerly, parallel with the West line of lot 62, 8 chains; thence Easterly, parallel with the Southerly line of lot 63 to the West line of land conveyed to John Bean by deed recorded in Genesee County Clerk's Office in Liber 19 of Deeds at page 6; thence Southerly bounding on the West line of said lands conveyed to John Bean to the South line of said Lot 63; thence Westerly bounding on the Southerly line of lot 63 and the Southerly line of lot 62 to the center of the said

highway leading to Byron Center; thence Northeasterly along the center line of said highway leading to Byron Center to the place of beginning, containing 53.80 acres of land, be the same more or less.

Parcel 8:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee and State of New York, being part of a tract of land commonly called the 100,000 Acre or Connecticut Tract lying West of the Triangle and known and distinguished as the West end of Lot Number 76, Township One, bounded North by Lot Number 64; East by a line drawn through said lot parallel with the West line and so far from said West line as to leave in said lot West of said line 18.30 acres according to the survey of said township; on the South by Lot Number 88; and on the West by Lot Number 75; containing 18.30 acres more or less.

EXCEPTING and RESERVING from the above described premises those lands conveyed by deed dated April 10, 1985 and recorded April 18, 1985 in Liber 492 of Deeds at page 17.

ALSO ALL That Other Piece or Parcel of land bounded as follows: BEGINNING on the South line of Lot 75, Town One of the said Tract at the centre of the three corners of the highway, thence South 88 East 12 chains 94 links; thence North 2 East 25 chains 50 links to the North line of said lot; thence North 88 West 12 chains 50 links; thence South 2 West 25 chains 50 links to the place of beginning, containing 33 acres.

ALSO a certain other piece of land being a part of Lot Number 75 bounded as follows: BEGINNING on the South line of said lot at the Southeast corner of the above described 33 acres, thence East on the South line of said lot to the Southeast corner; thence North on the East line of said lot to the Northeast corner; thence West on the North line of said lot to the Northwest corner of the above 33 acres; thence South on the East line of said 33 acres to the place of beginning, being all of the land of lot Number 75 lying East of the above 33 acres, containing 25.05 acres, be the same more or less.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee and State of New York, known and distinguished as part of Lot Number 75, Township Number One on the 100,000 Acre or Connecticut Tract, so called, bounded as follows: BEGINNING at the Northwest corner of land owned by John Bean, thence West on the North line of said Lot Number 75 to a stake 3 chains; thence South parallel with the East line of said lot to the South line of said lot 25 chains; thence East on the said South line to land owned by the said John Bean 3 chains; thence North on the West line of land owned by said John Bean 25 chains to the place of beginning, containing 7.5 acres be the same more or less, reserving the use of all highways, if any there be on said land.

Containing in all 66.6 acres, more or less, according to the tax assessor.

Parcel 9:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee and State of New York, being the West part of Lot No. 62 in Township No. 1 in the 100,000 Acre Tract in said town, which West part is bounded on the North by Lot No. 50; on the West by Lot

No. 61; on the South by Lot No. 74; and on the East on a line running through said lot on a line parallel with the west line thereof and so far distant therefrom as will make 49.65 acres, more or less.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town, County and State aforesaid, distinguished as part of Lot No. 62 of the 100,000 Acre Tract, bounded as follows: Commencing 3 chains West of the Northeast corner of said lot in the center of the highway on the North line of said lot; thence a Southerly course along the center of the highway 17 chains; thence a West course along the center of the (formerly) highway until coming to the land formerly owned by William Crowell; thence North to the North line of said lot; thence East to the place of beginning, containing 23.75 acres, be the same more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND in the Town of Byron, County of Genesee and State of New York distinguished as part of Lot No. 62, in said Connecticut Tract, bounded as follows: On the North by the (former) East and West road; on East by the center of the highway leading to Byron Center; on the South by the South line of said lot; and on the West by land formerly owned by William Crowell, containing 10.66 acres, be the same more or less.

EXCEPTING AND RESERVING from the above described premises: All that tract or parcel of land situate in the Town of Byron, County of Genesee and State of New York, being part of Lot 62, Township 1 of the 100,000 Acre Tract and further described as follows:

Beginning at a point in the centerline of Byron Road, said point being South $13^{\circ}31'45''$ West a distance of 145.00 feet, measured along said centerline, from the intersection of the centerline of Byron Road, with the North line of Lot 62; thence

1) South $13^{\circ}31'45''$ West along the centerline of Byron Road, a distance of 361.50 feet to a point; thence

2) North $84^{\circ}15'00''$ West passing through an iron pin set 31.37 feet from said centerline and continuing for a total distance of 295.00 feet to an iron pin set; thence

3) North $13^{\circ}31'45''$ East a distance of 361.50 feet to an iron pin set; thence

4) South $84^{\circ}15'00''$ _ passing through an iron pin set on the West bounds of Byron Road a distance of 295.00 feet to the point of beginning. Containing 2.426 acres.

And further EXCEPTING therefrom: All that tract or parcel of land situate in the Town of Byron, County of Genesee and State of New York, being part of Lot 62, Township 1 of the 100,000 Acre Tract and further described as follows:

Beginning at a point in the centerline of Byron Road, said point being South $13^{\circ}31'45''$ West a distance of 506.50 feet, measured along said centerline, from the intersection of the centerline of Byron Road, with the north line of Lot 62; thence

1) South $13^{\circ}31'45''$ West along the centerline of Byron Road, a distance of 212.50 feet to a point; thence

2) North $84^{\circ}15'00''$ West passing through an iron pin set on the West bounds of Byron Road and continuing for a total distance of 295.00 feet to an iron pin set; thence

- 3) North $13^{\circ}31'45''$ East a distance of 212.50 feet to an iron pin set; thence
- 4) South $84^{\circ}15'00''$ East passing through an iron pin set 31.37 feet from said centerline and continuing for a total distance of 295.00 feet to the point of beginning.

Containing in all 79.6 acres, more or less, according to the tax assessor.

When recorded return to:

Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 18th day of February, 2019 ("**Effective Date**"), by and between Legacy Lands, LLC, a New York limited liability company ("**Owner**") and Excelsior Energy Center, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** and depicted on the attached **Exhibit B-1** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the

Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

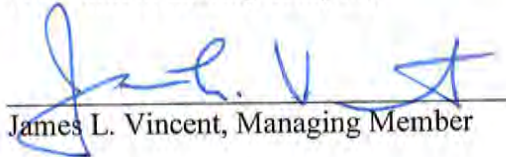
[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:

Legacy Lands, LLC
a New York limited liability company

By:


James L. Vincent, Managing Member

ACKNOWLEDGEMENT

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

On this 6th day of February, 2019, before me, personally came James L. Vincent, Managing Member of Legacy Lands, LLC, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: May 7th 2022

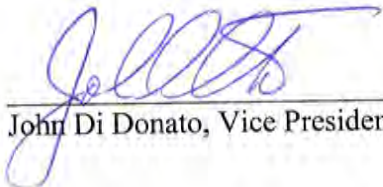
EDWARD J COLEMAN JR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6374959
Qualified in Chemung County
Commission Expires May 07, 2022

EXECUTED on the date set forth below.

Operator:

Excelsior Energy Center, LLC a Delaware limited liability company

By:


John Di Donato, Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA)

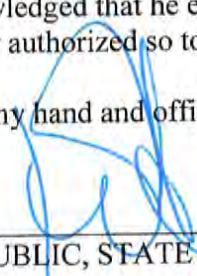
)ss:

COUNTY OF PALM BEACH)

On this 18 day of February, 2019, before me, the undersigned notary public, personally appeared John Di Donato personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____

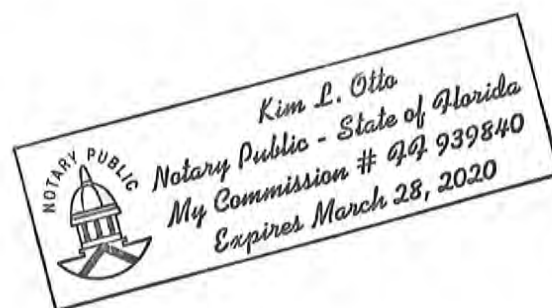


EXHIBIT A

Legal Description of Owner's Property

Parcel 1

All that tract or parcel of land situate in the Town of Byron, County of Genesee and State of New York, and is distinguished by being the East part of lot number three and part of lot number four, both in township one of the 100,000 acre tract, bounded as follows:

Beginning on the North bounds of said lot number four at the Northwest corner of land conveyed by Daniel Dibble to Samuel Taggart September 21, 1832, by deed recorded in Genesee County Clerk's office in liber 43 of Deeds at page 566; thence South bounding thereon parallel with the East line of said lot number four, two chains fifty-five links; thence West bounding on land deeded to Thomas Carter June 6, 1857 by deed recorded in said office in Liber 101 of deeds, page 312, two chains, fifty links; thence South still bounding thereon, nine chains, ninety-six links to land deeded to William Dewey December 21, 1852, by deed recorded in said office in Liber 85 of deeds at page 132; thence West two chains, sixty-five links to the Northwest corner of the land so deeded to said Dewey; thence South bounding thereon parallel with the East line of said lot number four, nine chains, seventy-three links to the North line of land deeded to Herman Norton, September 21, 1832, by deed recorded in said office in Liber 29 of deeds, page 282; thence West bounding thereon parallel with the South line of said lots, thirty-eight chains, three links to the center of the Batavia Road, running Northeasterly through the East end of said lot number three; thence Northeasterly along the center of said road, twenty-three chains, thirty-six links to the North line of said lot number three; thence East along the center of the highway and the North bounds of said lots three and four, thirty-six chains, fifty seven links to the place of beginning, containing eighty-one and 372/1000 acres of land, be the same more or less.

Also all that certain other tract of land, situate in said Town of Byron, distinguished as being the West part of lot number two hundred and nine, in Township number two in the 100,000 acre tract as follows;

Beginning at the Southwest corner of said lot; thence East on the South line thereof fifteen chains, sixty-six links; thence North on a line with Wheaton S. Miller's West line, thirty-two chains, ninety four links to the North line of said lot; thence West on said North line seventeen chains, twenty-five links to the North West Corner thereof; thence South on the West line of said lot thirty-two chains, thirty seven links to the place of beginning, containing fifty-three and 725/1000 acres of land, be the same more or less.

EXCEPTING AND RESERVING from the above described premises set forth in Schedule "A":
Premises described in the following Deeds recorded in the Genesee County Clerk's Office:

Liber 224, Page 536

302 of Deeds Page 67

329 of Deeds Page 319

Premises appropriated and described in Liber 337 of Deeds Page 298

Liber 402 of Deeds Page 840

And also the following premises:

All that tract or parcel of land being part of Lot 4, Township 1 of the 100,000 Acre tract situate in the Town of Byron, Genesee County, New York:

Beginning at a point on the Southerly right-of-way of New York State Route 262, also known as the Elba-Byron State Highway, said point being the Northeast corner of lands now or formerly belonging to Eric J. and Antonia Richenberg, as recorded in the Genesee County Clerk's Office in liber 828 of deeds, at page 415; thence Easterly, along the Southerly right-of-way of aforesaid Route 262 for a distance of 139.18 feet to a point; thence Southerly, forming an interior angle of $90^{\circ}-00'-00''$ for a distance of 449.81 feet to a point; thence Westerly, forming an interior angle of $90^{\circ}-00'-00''$ for a distance of 389.18 feet to a point; thence Northerly, forming an interior angle of $90^{\circ}-00'-00''$ for a distance of 258.06 feet to a point being the Southwest corner of lands now or formerly of aforesaid Richenberg; thence Easterly along the Southerly line of Richenberg and forming an interior angle of $90^{\circ}-00'-00''$ for a distance of 250.00 feet to a point being the Southeast corner of said Richenberg lands; thence Northerly along the Easterly line of Richenberg and forming an interior angle of $270^{\circ}-00'-00''$ for a distance of 191.75 feet to the point of beginning and containing 2.918 acres.

Parcel 2

The East part of Lot No. 17, Township 1 bounded as follows: North by Lot No. 5; East by Lot No. 18; South by Lot No. 29 and west by the following described line; commencing on the North line of said lot at the center of Black Creek; thence Southerly along the center of Black Creek to its junction with Bigelow's Creek; Thence South to the South line of the lot, excepting all highways; if any there be, on said land, containing 40 acres of land, be the same more or less in the County of Genesee and State of New York.

Parcel 3

Green Farm; Conveyed by Gwendolen D. Green by deed dated August 17, 1981, recorded in Liber 458 of Deeds at page 902, consisting of two parcels totaling 84.78 acres in Lots 39 and 40 of Township 1 in said Tract in the County of Genesee and State of New York.

Parcel 4

Lyness Farm: Conveyed by Frank A. Lyness and Dorothy E. Lyness by Deeds (1) dated December 29, 1977 recorded in said Clerk's Office in Liber 441 of Deeds at page 721 and a correction deed dated October 20, 1978 recorded in Liber 444 of Deeds at page 1046 consisting of two parcels totaling 146.13 acres less two exceptions of unspecified acreage; together with certain other rights conveyed in Lots 53 and 65 in Township 1 of said Tract in the County of Genesee and State of New York.

EXCEPTING AND RESERVING all those pieces or parcels of land, situate in the Town of Byron, County of Genesee, State of New York and described as follows:

Beginning at a point, distant Southerly 35' at right angles from center line sta. 500-00; thence Northwesterly 100.4± to a point in the Southerly boundary line of the existing highway, distant

Southerly 24.75± at right angles from center line sta. 499-00; thence Southeasterly along said Southerly highway boundary line to a point, distant, Southerly 24.75± at right angles from center line sta. 510-00; thence Northwesterly 199.5± to a point, distant Southerly 35.0' at right angles from center line sta. 508-00; thence Northwesterly, 800.0' to the point of beginning. Being 0.18 acres, more or less.

Beginning at a point in the Southerly boundary line of the existing highway, distant, Southerly 24.75± at right angles from center line sta. 512-00; thence Southeasterly along said Southerly boundary line to its intersection with the Westerly boundary line of a road to the right; thence Southwesterly along said Westerly boundary line to a point, distant, Southerly 70.00' at right angles from center line sta. 513-24.5±; thence Northwesterly 132.5± to the point of beginning, being 0.07 acres, more or less.

Parcel 5

Keif Farm: Conveyed by Kenneth Keif and Dorothy Keif by two Deeds, both dated February 27, 1978 and recorded in Liber 442 at pages 267 and 269 respectively, consisting of one parcel totaling 191.66 acres of land less two exceptions therefrom totaling 54.57 acres leaving a net conveyed of 137.09 acres in lots 50, 51, 62 and 63 in Township 1 of said Tract in the County of Genesee and State of New York.

Parcel 6

A portion of the Welch Farm: Town of Byron, Township 1 of the 100,000 acre tract in the South of Lot 30, Lying East of Bryon-Stafford road, being Part of the Land conveyed by Deed recorded on 10-16-1987 in Liber 539 of Deeds at page 80 in the County of Genesee and State of New York.

Parcel 7

All that tract or parcel of land situate in the Town of Byron, County of Genesee and State of New York, being part of land commonly called the 100,000 Acre or Connecticut Tract, lying West of the Triangle and known and distinguished as the East part of the North Half of Lot No. 30 in Township No. 1 bounded as follows:

Commencing in the center of the highway on the north line of said lot; thence East on said North line to the Northeast corner thereof bounded on the East by Lot No. 31, and on the South by a line drawn through the center of said lot parallel the South line of said lot and on the West by the center of the highway containing 44.49 acres of land, more or less.

Excepting, however, from the above described promises, All That Tract or Parcel of Land, situate in the Town of Byron, County of Genesee and State of New York, being part of Lot 30, Township 1 of the 100,000 Acre or Connecticut Tract, bounded and described as follows:

Beginning at P.K. nail on the centerline of Route 237, said nail being approximately 881.0 feet Northerly from the intersection of the centerline of Route 237 with the centerline of Cockram Road, said nail also being on the South line of lands now or formerly belonging to Glenn W. and

Mildred J. Cudney, and the North line of lands now formerly belonging to Roger A. and Peggy Heidenreich, as described in Liber 388 of Deeds, at page 177;
thence

- (1) North 6°16'00" West and along the centerline of Route 237 for a distance of 200.0 feet to a point; thence
- (2) South 80°09'00" East for a distance of 250.0 feet to a point; thence
- (3) South 6°16'00" East for a distance of 200 feet to an iron pipe; thence
- (4) North 80°09'00" West and along a fence and hedge marking the division between lands of Glenn W. and Mildred J. Cudney on the north and lands of the aforementioned Heidenreich on the South, for a distance of 250.0 feet to the point of beginning. Containing 1.1027 acres to centerline.

Also excepting, however, from the above described premises, All That Tract or Parcel of Land, situate in the Town of Byron, County of Genesee and State of New York, being part of Lot 30, Township 1 of the 100,000 Acre Tract, bounded and described as follows: Beginning at a point in the centerline of Holley Road (N.Y.S. Route 237), said point being S 06°16'00" E a distance of 100.00 feet from the intersection of the centerline of Holley Road with the north line of Lot 30; thence

- (1) S 79°52'40" E parallel to the north line of Lot 30, passing through an iron pin set on the easterly bounds of Holley Road, a total distance of 320.00 feet to an Iron pin set; thence
- (2) S 04°46'00" W a distance of 289.65 feet to an iron pin set; thence
- (3) N 81°38' 00" W passing through an iron pin set on the easterly bounds of Holley Road, a total distance of 260.00 feet to a point in the centerline of Holley Road; thence
- (4) N 06°16'00" W along the centerline of Holley Road, a distance of 308.90 feet to the point of beginning. Containing 1.951 acres.

Parcel 8

All that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, known as Lot No. 18, Township No. 1 of the 100,000 Acre Tract, so-called, bounded West by Lot No. 17; North by Lot No. 6; East by Lot No. 19 and South by Lot No. 30, containing 96.40 acres of land.

The West part of Lot No. 19, bounded as follows: Beginning at the Southwest Corner of Lot No. 7; thence South on the West line of Lot 19 to the Southwest corner of said lot 19, thence East on the South line of said Lot No. 19, 4 chains to a stake; thence North parallel with the West line of said lot to the North line of said lot; thence West on said North line 4 chains to the place of beginning, containing 10 acres of land be the same more or less.

The Southwest corner of Lot No. 6, bounded as follows; Beginning at the Southwest corner of said lot; thence running North on the West lines of said lot 7 chains 63 links; thence East parallel with the South line of said lot, 6 chains, 25 links; thence South parallel with the West line of said lot, 7 chains, 63 links to the South line of said lot; thence West on the South line of said lot, 6 chains 25 links to the place of beginning containing 4 76/100 acres be the same more or less.

EXCEPTING from the above described parcels that land conveyed in the following deeds recorded in the Genesee County Clerk's office as follows:

A Levi W. Fisk and wife to Ernest H. Schaufelberger, dated August 19, 1902, recorded in Liber 197, page 90.

B Nellie E. Fisk and others to Ernest H. Schaufelberger dated October 11, 1907 recorded in Liber 209, page 362.

C Buford Totten and Vera Totten to Town of Byron dated March 1, 1957 recorded in Liber 318 of Deeds at page 57.

D Buford Totten and Vera Totten to Edgar F. Chapell dated April 8, 1958 recorded in Liber 125 of Deeds at page 42.

E Buford Totten and Vera Totten to the People of the State of New York dated July 14, 1960 recorded in Liber 341 of Deeds at page 95.

F Buford Totten and Vera Totten to Town of Byron dated January 12, 1962 recorded in Liber 351 of Deeds at page 390.

G Glenn A. and Sandra G. Elliott dated December 3, 1987, recorded in Liber 541 of Deeds at page 198.

H Jean L. Sackett dated December 28, 1989, recorded in Liber 575 of Deeds at Page 143 consisting of 8.381 acres.

The above premises are conveyed subject to a right of way given to the New York Telephone Company dated September 25, 1957 and recorded in Genesee County Clerk's Office in Liber 322 of Deeds at page 308. It being the intention to convey by the above described four parcels the former Fisk Farm except for all land contained in Lot # 5.

Lot No. 6 in Township No.1 in the One Hundred Thousand Acre Tract (so-called) which said Lot No. 6 is bounded North by the North line or said Township No.1; East by Lot No.7; South by Lot No.18; West by Lot No.5 containing one hundred acres and four one hundredth of an acre.

EXCEPTING AND RESERVING from this conveyance four acres and three-fourths of an acre in the Southwest corner of said lot heretofore conveyed by James Taggart and wife to Cyrus Jenks; also one acre on the West part of said lot heretofore conveyed by James Taggart and wife to said Cyrus Jenks. Also about half an acre on the West part of said lot heretofore conveyed by Ann Taggart, widow of James Taggart to Elijah Loomis Also, a small piece or strip of land on the Northwest corner of said lot conveyed by said James Taggart and wife to Cyrus Jenks and Harriet B. Martin; also the right and privilege heretofore granted or conveyed, or to which any person or persons is entitled by deed or otherwise of conveyed water across said lot for the use of mills or machinery, and of entering upon said land for the purpose of cleaning out or repairing

the water course for the water of Black Creek passing through said lot. Also excepting and reserving from the above described land a piece of land in the Northwest corner of said lot deeded by Cyrenus Walker and wife to Edward Harroll and William Goodliff containing about 1/3 of an acre. Also a shop lot deeded by said walker and wife to Wheaton S. Miller. Also a shop lot deeded by the said walker and wife to Seaver. Also a shop lot about 1/3 of an acre deeded by the said walker and wife to Edwin R. Loomis.

Also a piece of land deeded by the said walker and wife to Mrs. Law. Also a shop lot deeded by said Walker and wife to Francis Terry; also a strip of land deeded by said Walker and wife to Edwin P. Loomis. Also a shop lot deeded by said Walker and wife to John Fulton. All these reservations being village lots in the village of Byron center and containing about one and one-half acres of land. All lying Northwest of the mill race in said village except the lace deeded to Edwin R. Loomis.

The West part of Lot No. 7, Township No. 1 of the 100, 000 acre or Connecticut Tract so-called, bounded as follows: viz: beginning at the Northwest corner of said lot No. 7; thence South on the West line of said lot to the South line thereof; thence east on the South line 4 chains; thence North parallel with the West line of said lot to the North line thereof; thence West on said North line to the place of beginning containing 10 acres of land be the same more or less. Intending to describe the same premises as described in a deed recorded in the Genesee County Clerk's office in Liber 131 of Deeds at page 14.

I. ALSO EXCEPTING AND RESERVING therefrom premises situate in Lot 7 Township 1 of the 100,000 acre tract conveyed to Robert M. Stone and Mary Ellen Stone by deed dated November 8, 1972 and recorded in said Clerk's office in Liber 421 of Deeds at page 970 consisting of approximately 0.69 of an acre.

Intending to convey in addition to the lands set forth in the above Parcel 5 any other lands owned by Edwin R. Coleson at the time of his death located in Lot 6.

EXCEPTING from the above parcels 5 and 6, the following:

J. Excepting 1.27 acres conveyed to John Green by deed recorded in Liber 134 at page 78.

K. EXCEPTING about an acre and a half conveyed to Cyrenius Walker dated May 12, 1971, recorded in Liber 147 at page 76.

L. EXCEPTING forty-eight hundredths of an acre conveyed to Elmon S. Wilder by deed dated February 23, 1880, liber 153, page 52.

M. EXCEPTING 3.89 acres conveyed to Mary M. Gilbert by deed dated December 31, 1883 and recorded in Liber 162 at page 223.

N. EXCEPTING one-half acre conveyed to George W. and Dariah B. Lewis by deed dated May 12, 1885, recorded in Liber 165 at page 211.

O. EXCEPTING 2.75 acres conveyed to Betsey Leonard by deed dated April 14, 1890, recorded in Liber 172 at page 289.

P. EXCEPTING about one acre conveyed to Delia A. Norton by deed dated December 5, 1892 and recorded in Liber 176 at page 168.

Q. EXCEPTING a half acre conveyed to Mary E. Watkins by deed dated October 26, 1895 and recorded in Liber 182 at page 384.

R. EXCEPTING a small parcel conveyed to Lester J. and Loretta H. Barnard by deed dated September 8, 1947 and recorded in Liber 298 of Deeds at page 254.

S. EXCEPTING a small parcel reserved by Belle Herbert and Marjorie D. Herbert in the deed to Buford J. and Vera E. Totten dated March 31, 1949 and recorded in Liber 302 of Deeds at page 42.

T. EXCEPTING a small parcel conveyed to James C. Comins and Catherine E. Comins, his wife, by deed dated September 29, 1950, recorded in Liber 304 of Deeds at page 154.

U. Excepting a small parcel conveyed to John Kriger by deed dated February 6, 1952 and recorded in Liber 308 of Deeds, page 342.

V. EXCEPTING 0.7 of an acre conveyed to James C. and Catherine E. Comins by deed dated November 5, 1955 and recorded in Liber 311 of Deeds at page 573.

W. EXCEPTING a small parcel conveyed to Howard Moore by deed dated September 12, 1958 and recorded in Liber 327 of Deeds at page 486.

X. EXCEPTING 0.379 acres conveyed to Harold Downing and wife by Deed dated December 11, 1958, recorded in Liber 329 of Deeds at page 186.

Y. EXCEPTING AND RESERVING therefrom, premises situate in Lot 6, Township 1 of the Connecticut Tract conveyed to Howard Ivison and Arlene Ivison by deeds dated January 23, 1974, recorded in said Clerk's office in Liber 428 at page 967, containing approximately 0.213 of an acre.

Subject to a right of way given the New York Telephone Company by Instrument dated September 25, 1957 and recorded in Liber 322 of Deeds at page 308.

Z. EXCEPTING from the above described parcel IV., a parcel of about 16.21 acres conveyed by deed dated May 6, 1968 to James K. Kelf which deed was recorded in the Genesee County Clerk's Office in Liber 403 at page 1020. The above premises are conveyed subject to a pipeline right of way and an easement to Ashland oil, Inc., by deed dated April 18, 1970 and recorded in the Genesee County Clerk's office in Liber 411 at page 185.

AA. EXCEPTING and RESERVING from and out of the above parcel IV premises conveyed to Stone by deed dated November 8, 1972 and recorded in said Clerk's office in Liber 421 of Deeds at page 970.

ALSO CONVEYING hereby all the following tracts or parcels of land situate in the Connecticut or 100,000 Acre Tract in the Town of Byron, County of Genesee, conveyed to the grantor herein;

EXCEPTING, however, premises conveyed as follows:

Glazier and Vincent to Kempie, Genesee County Clerk's Office in Liber 613 of Deeds, page 267.

Glazier and Vincent to Ivison, Genesee County Clerk's Office in Liber 635 of Deeds, page 103.

Glazier to Faucett, Genesee County Clerk's Office in liber 637 of Deeds, page 252.

Glazier and Vincent, Genesee County Clerk's Office in Liber 656 of Deeds, page 160.

Glazier and Vincent to Elliott, Genesee County Clerk's Office in Liber 608 of Deeds, page 97.

Parcel 9

The first sub-division of Lot No. one hundred and thirty-five containing fifty-five acres and eighty-two hundredths of an acre as surveyed by George Matthewson, be the same more or less

Parcel 10

Lot No. One hundred and twenty-three containing one hundred acres and eighty-hundredths of an acre be the same more or less.

EXCEPTING FROM PARCELS 3 and 4 the following parcels, the deeds to which are all recorded in the Genesee County Clerk's Office: (a) A parcel of 2.41 acres conveyed to Clarence B. Park and wife by deed dated May 11, 1953 and recorded in Liber 308 of Deeds at page 194. (b) A parcel of .86 acres conveyed to Robert P. Weinert and wife by deed dated June 22, 1954 and recorded in Liber 310 of Deeds at page 210. (c) A parcel of 1+ acres conveyed to Allen L. Hansen and wife by deed dated July 30, 1962 and recorded in Liber 356 of Deeds at page 240. (d) A parcel of 1.11 acres conveyed to William R. Laird, Jr. and wife by deed dated April 29, 1963 and recorded in Liber 362 of deeds at page 345. (e) ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Stafford, County of Genesee, State of New York and being part of Lot 123, Township 1 of the 100,000 acre tract (so-called) bounded and described as follows: BEGINNING at the Northeasterly corner of a parcel of land described in a deed to Allen H. and Doris E. Hansen recorded in the Genesee County Clerk's Office in Liber 356 of Deeds at page 240, said point being further described as being on the center line of Griswold Road which is also the north line of Lot 123 at a distance of 1285.0 feet Easterly measured along the said line from the Northeasterly corner of a parcel of land described in a deed to Robert Weinert recorded in Genesee County Clerk's Office in Liber 310 of Deeds at page 210. RUNNUNG THENCE: Easterly and along the center line of Griswold Road, also the North line of Lot 123, a distance of 540.70 feet to a point; RUNNING THENCE; Southerly at right angles to the center line of Griswold Road and parallel to the Easterly line of said Hansen, a distance of 353.40 feet to a set railroad spike. RUNNING THENCE; Westerly and parallel to the center line of said Griswold Road, a distance of 130.0 feet to a point; RUNNING THENCE; Southerly and forming an

interior angle of 267°, a distance of 100.0 feet to a set iron pipe; RUNNING THENCE; Westerly and forming an interior angle of 93° and parallel to the center line of said Griswold Road, a distance of 151.55 feet to a set iron pipe; RUNNING THENCE; Northerly and making an interior angle of 90° and parallel to the East line of said Hansen lands, a distance of 212.52 feet to a set iron pipe; RUNNING THENCE; Westerly parallel with the center line of said Griswold Road, a distance of 253.92 feet to a set iron pipe at the Southeasterly corner of the said Hansen referred to above; RUNNING THENCE; Northerly and along the Easterly line of said Hansen, a distance of 240.75 feet to the point of place of beginning, containing 4.08 acres be the same more or less. SUBJECT to the rights of the public in and to that portion of the above described premises lying within the bounds of the highway known as Griswold Road, to the center line thereof, Griswold Road being 49.5 feet wide, BEING part of the lands of Clark E. and Mary B. Walker recorded in the Genesee County Clerk's Office in Liber 339 of Deeds at page 220. (f) Premises conveyed to John F. Sands and Lenora T. Sands by Deed dated the 7th day of June, 1985 and recorded in Liber 494 of Deeds at page 207. (G) Premises conveyed to Mark J. Dewey and Kim B. Dewey by deed dated October 2, 1989 and recorded in Liber 571 at page 123.

Parcel 11

The second or South Subdivision of Lot No. 124 bounded as follows: BEGINNING at a post in the Southwest corner of said lot: thence North 2°35' East 12 chains, 50 links to a post in the West line of said lot; thence South 86°13' East 44 chains, 14 links to a post in the East line of said lot; thence South 2°4' West 12 chains, 50 links to a post in the Southeast corner of said lot; thence North 86°13' West 44 chains, 25 links to the place of beginning, containing 55.23 acres. EXCEPTING AND RESERVING therefrom .62 of an acre heretofore deeded to Cyrus Prentice by Herriott Holbrook.

Parcel 12

BARBER FARM: All that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, known and distinguished as Subdivision No.1, being the West part of Lot No. 195 in Township No.2 of the 100,000 Acre Tract, containing 47 62/100 Acres. Also the East 72 62/100 acres of Lot No. 207 in said Township and Tract, and containing jointly 120 24/100 Acres more or less. Also All That Other Piece or Parcel of Land one rod wide and bounded as follows:

On the East by lands owned by A.G. Steele; on the North by West Shore Railroad, and South by the highway, and West by Orchard, being the same parcel deeded by Andrew G. Steele and Carrie Steele, his wife, and recorded in the Genesee County Clerk's Office.

EXCEPTING AND RESERVING:

A. The North 30 acres out of subdivision one of Lot No. 195 as deeded to Amos Worcester by deed dated July 1st, 1847 which deed was recorded in the Genesee County Clerk's Office in Liber 73 of Deeds, at page 91.

B. All the lands heretofore deeded by Rachel E. Coward by deed to the New York, West Shore and Buffalo Railroad Company.

C. A part of Lot 207 of the South part of Township 2 of the 100,000 Acre Tract, so called, bounded and described as follows:

Beginning at a point on the center line of Townline Road also known as New York State Route No. 262 at a distance of 710.0 feet Westerly measured along the said center line from its intersection with the Easterly line of Lot 207; running thence Westerly along the center line of Route No. 262 which line is also the Southerly line of Lot 207, a distance of 210.0 feet to a point; running thence Northerly at right angles to the last described boundary, a distance of 209.0 feet to a point; running thence Easterly parallel to the center line of the said State Route No. 262, a distance of 210.0 feet to a point; running thence Southerly at right angles to the center line of Route No. 262, a distance of 209.0 feet to the Point or Place of Beginning, containing 1.01 acres be the same more or less. Subject, however, to the Rights of the Public in and to that portion of the above described premises lying within the boundaries of State Route No. 262. Being and intended to be a part of the lands described in a deed to Wayne E. and Beatrice Barber recorded in the Genesee County Clerk's office in Liber 339 of Deeds, at Page 378.

Excepting, however, premises conveyed to Shaw, Genesee County Clerk's Office in Liber 517 of Deeds, page 131 and Liber 574 of Deeds, at page 152.

KARNICK FARMS: Conveyed by Irving Krebs and Paul Krebs by Deed dated February 14, 1980 and recorded in Liber 450 of Deeds at page 983, consisting of two parcels of unspecified acreage in Lots 184, 196 and 197 in Township 2 of said Tract.

EXCEPTING AND RESERVING THEREFROM: (1) Premises situate in Lot No. 184 conveyed to James L. Vincent by Deed dated September 26, 1980 and recorded in Liber 454 of Deeds at page 481, consisting of two parcels, one of 15.94 acres in lot 184, the other of 22.35 acres in lot 196; (2) Premises situate in Lot No. 184 conveyed to Andrew J. Talbott and Lisa Ann Talbott by two deeds, one dated September 26, 1980, and the other July 31, 1989 and recorded in Liber 454 of Deeds at page 485 and Liber 568 of Deeds at page 230 respectively, consisting of 4.424 and 2.066 acres; (3) Premises situate in Lot No. 184 conveyed to David J. Engle by deed dated September 26, 1980 and recorded in Liber 454 of Deeds at page 483

EXCEPTING AND RESERVING THEREFROM that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, known and distinguished as subdivision number one, being the West Part of Lot Number One Hundred and Ninety-five (195) in Township Number Two (2) of the 100,000 Acre Tract, containing forty-seven and sixty-two hundredths (47-62/100) acres. Also the East seventy-two and sixty-two hundredths (72-62/100) acres of lot number two hundred seven (207) in said Township and Tract, and containing jointly one hundred twenty and twenty-four hundredths (120-24/100) acres more or less.

EXCEPTING AND RESERVING out of subdivision one of Lot Number One hundred ninety-five (195) the North thirty (30) acres thereof as deeded to Amos Worcester by deed dated July 1st, 1847. Being the same premises conveyed by R.L. Poulteny and others to Lovinas A. Dibble by deed recorded in Genesee County Clerk's Office in Liber 111 of deeds at page 321.

Also excepting and reserving from the above described premises all the lands heretofore deeded by Rachel E. Coward by deed to the New York, West Shore and Buffalo Railroad Company.

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND one rod wide and bounded as follows: On the east by lands owned by A.G. Steele; on the North by West shore railroad, and South by the highway, and west by Orchard, being the same parcel deeded by Andrew G. Steele and Carrie Steele, his wife, and recorded in Genesee County Clerk's Office.

Being the intention to convey that property described in a deed dated March 1st, 1945 and recorded in the Genesee County Clerk's Office in Liber 292 of deeds at page 451.

Subject to a right of way agreement dated August 11, 1950 with the Niagara Mohawk Power Corporation which agreement was recorded in the Genesee County Clerk's Office in liber 304 of deeds at page 282.

Also subject to a permanent easement with the Power Authority of the State of New York dated November 17, 1959 which easement was recorded in the Genesee County Clerk's Office in Liber 336 of deeds at Page 165.

Reserving, however, unto the party of the first part for and during the natural life of the party of the first part a life use of the house on the above described property, and the well thereon.

EXCEPTING AND RESERVING all that tract or parcel of land, situate in the Town of Byron, County of Genesee, State of New York being a part of Lot No. 207 of the South part of Township 2 of the 100,000 Acre Tract, so-called, bounded and described as follows:

BEGINNING at a point in the center line of the Townline Road, also known as New York State Route 262, at a distance of 920 feet Westerly measured along the centerline from its intersection with the Easterly line of Lot 207, said point being the Southwest corner of lands owned by Alvin F. Shaw in a deed recorded in the Genesee County Clerk's Office in Liber 439 of Deeds at Page 1162.

Thence West a distance of 140.00 feet along the centerline of the Townline Road to a point.

Thence North at a right angle for a distance of 288.50 feet to a point in the South bounds of the former West shore Railroad property.

Thence Easterly along the South bounds of the West Shore Railroad property to a point, said point being contiguous to a Northerly extension of the East line of lands now owned by Alvin F. Shaw in a deed recorded in the Genesee County Clerk's Office in Liber 439 of Deeds at Page 1162.

Thence South along said line in the Northeast corner of Lands of Alvin F. Shaw.

Thence Westerly along the North line of Shaw's land a distance of 210 feet to a point.

Thence South along the West line of Shaw's lands a distance of 100 feet to the point or place of beginning containing land more or less.

EXCEPTING AND RESERVING all that tract or parcel of land situate in the Town of Byron, County of Genesee, State of New York and being part of Lot 207 of the South part of Township 2 of the 100,000 Acre Tract (so-called), bounded and described as follows:

BEGINNING at a point on the centerline of Townline Road (also known as New York State Route 262), at a distance of 1,060 feet Westerly, measured along said centerline from its intersection with the Easterly line of Lot 207; said point being also the Southwest corner of lands conveyed to Alvin F. Shaw in a deed recorded in the Genesee County Clerk's Office in Liber 517 of Deeds at page 131;

RUNNING THENCE: Westerly, along the centerline of Townline Road, a distance of 126.91 feet to a point of curvature;

CONTINUING THENCE: Westerly, along the centerline of Townline Road, on a curve to the left having a radius of 2,250.74 feet, a distance of 337.15 feet to a point; said point being further described as being 50 feet Easterly, measured at right angles from the West line of lands conveyed to G.F. Britt & Sons by deed recorded in the Genesee County Clerk's Office in Liber 539 of Deeds at page 80;

RUNNING THENCE: Northerly, parallel with the West line of said Britt lands and 50 feet Easterly therefrom, measured at right angles, a distance of 232.64 feet to a point on the South bounds of the former West Shore Railroad property;

RUNNING THENCE: Easterly, along the South bounds of said West Shore Railroad property, on a curve to the right having a radius of 5,680.0 feet, a distance of 475.99 feet to the Northwest corner of said Shaw lands referred to above;

RUNNING THENCE: Southerly, along the West line of said Shaw lands, a distance of 288.50 feet by deed (291.23 feet measured) to the point or place of beginning; containing 2.770 Acres, be the same, more or less.

SUBJECT however to the rights of the public in and to that portion of the above described premises lying within the bounds of Townline Road.

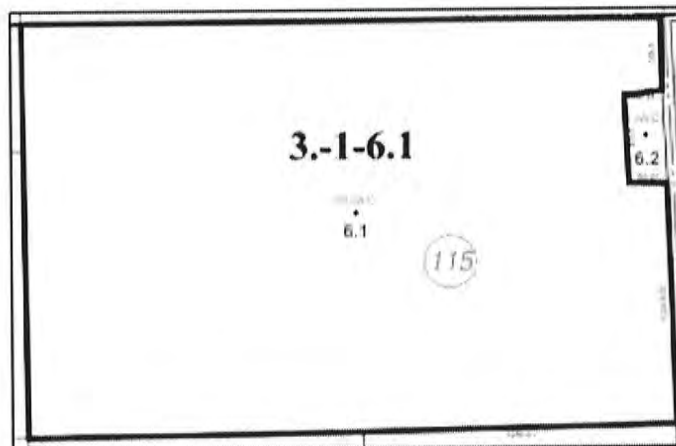
Subject also to a permanent easement granted to the Power Authority of the State of New York and recorded in the Genesee County Clerk's Office in Liber 336 of Deeds at Page 165.

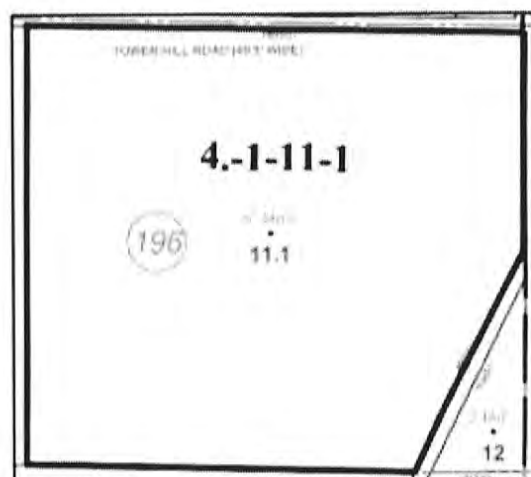
SUBJECT to any and all easements of record.

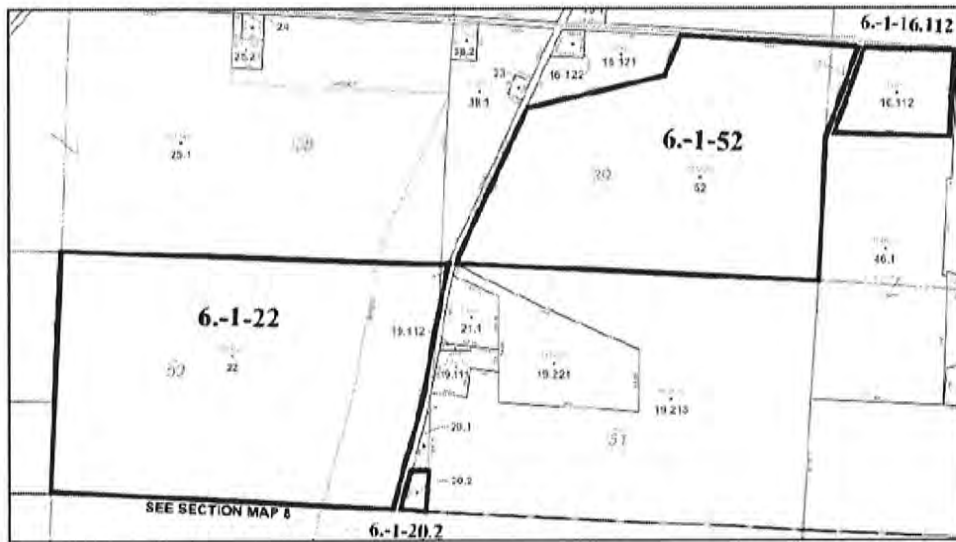
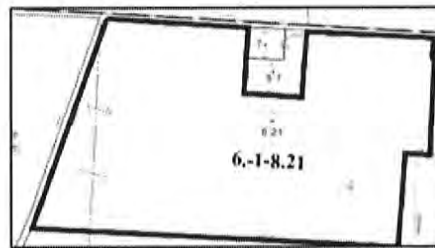
EXHIBIT B-1

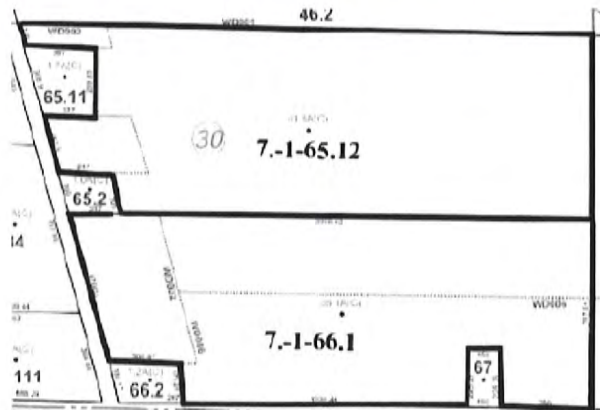
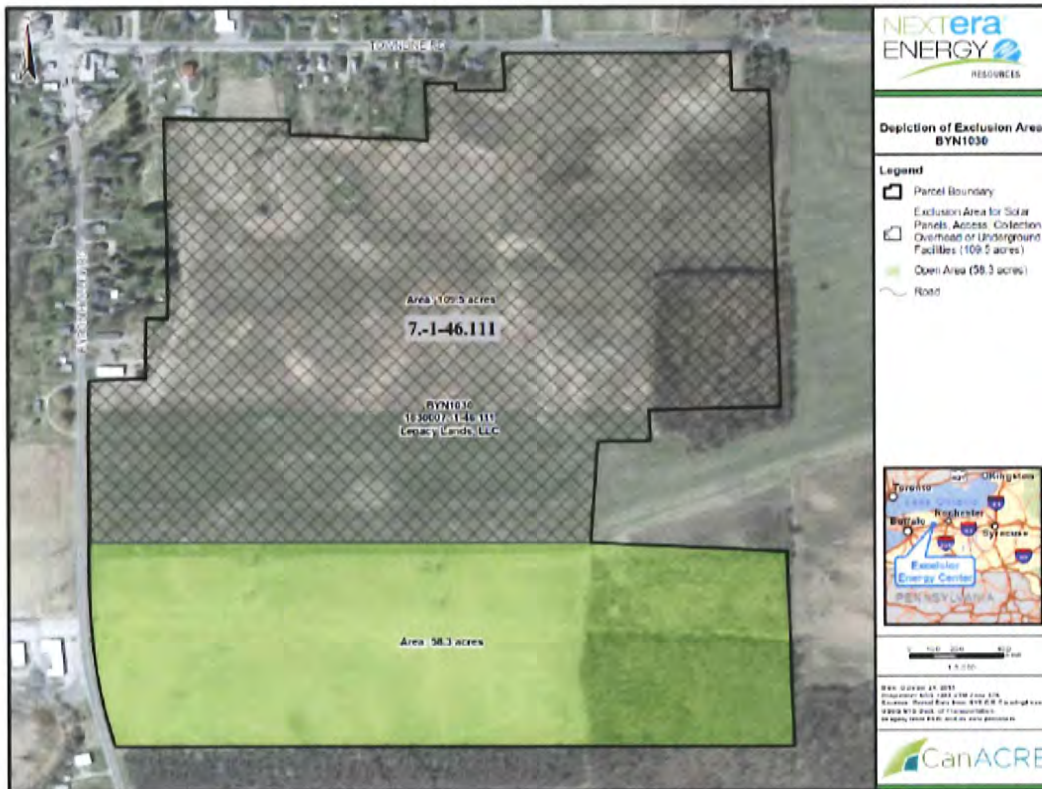
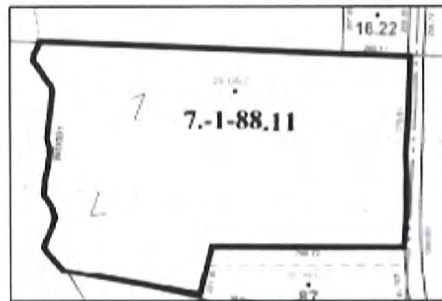
Depiction of Owner's Property & Exclusion Area

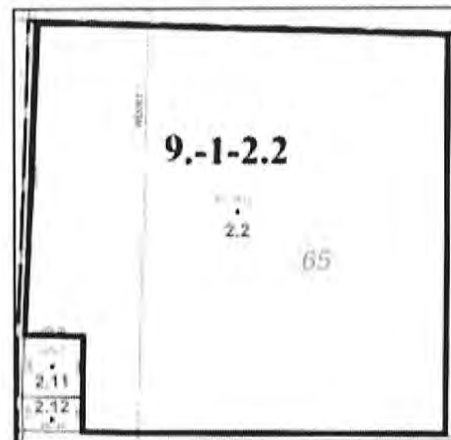
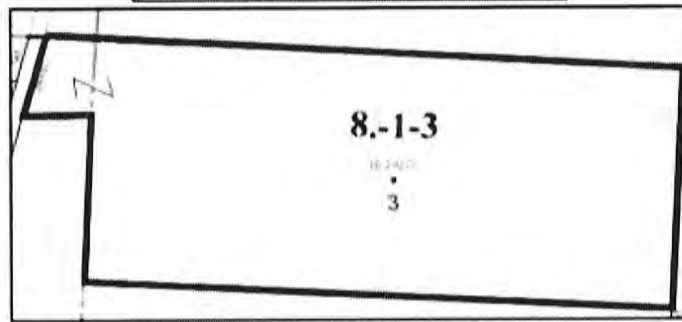
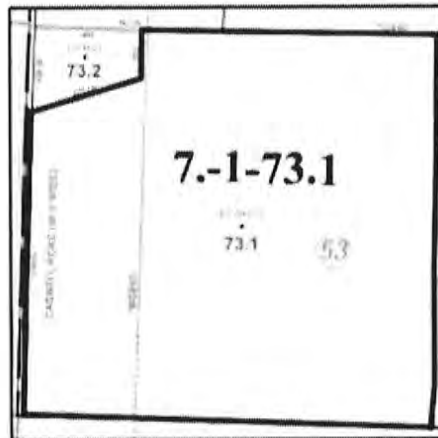
Depiction of Owner's Property owned by Legacy Lands, LLC in Genesee County, Town of Byron, New York, identified as Parcel Identification Numbers 2.-1-16.11, 2.-1-18.111, 3.-1-6.1, 4.-1-11.1, 4.-1-27.11, 5.-1-1, 5.-1-96, 6.-1-8.21, 6.-1-16.112, 6.-1-52, 6.-1-22, 6.-1-20.2, 7.-1-88.11, 7.-1-73.1, 7.-1-66.1, 7.-1-65.12, 7.-1-46.111, 8.-1-3, 9.-1-2.2 according to the records of the Genesee County, Town of Byron, Real Property Office:











END OF EXHIBIT B - 1

When recorded return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 31st day of July, 2018 ("**Effective Date**"), by and between Charles D. Sackett, with an address for notice of 6548 Route 262, Byron, NY 14422 ("**Owner**") and Excelsior Energy Center, LLC, a Delaware limited liability company, with an address for notice of 700 Universe Blvd., Juno Beach, FL 33408; Attn: Land Services Administration ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all

of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Solar Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Effects Easement.** The Agreement between Owner and Operator grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Solar Project located on the Owner's Property.

6. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Solar Project or exercise of any rights granted in this Agreement ("**Interference**"). This grant of the Sun Non-Obstruction Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of trees or structures (except existing trees and structures) causing Interference to the Solar Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between Owner and Operator provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Solar Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Solar Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Solar Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

EXECUTED on the date set forth below.

Owner:



Charles D. Sackett


ACKNOWLEDGEMENT

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

On this 12 day of July, 2018, before me, personally came Charles D. Sackett, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: May 7th 2022

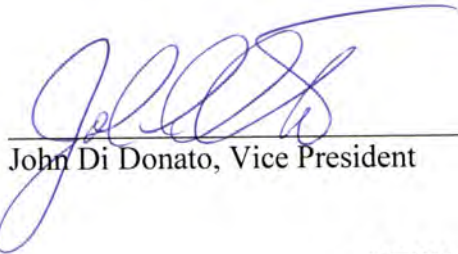
<p>EDWARD J COLEMAN JR NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CO6374959 Qualified in Chemung County Commission Expires May 07, 2022</p>
--

EXECUTED on the date set forth below.

Operator:

Excelsior Energy Center, LLC
a Delaware limited liability company

By:


John Di Donato, Vice President

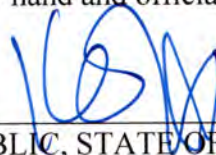
ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this 31 day of July, 2018, before me, the undersigned notary public, personally appeared John Di Donato personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____

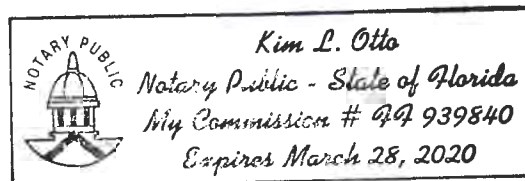


EXHIBIT A

Legal Description of Owner's Property

Parcel 1

Tax Map No. 7.-1-47.11

All that tract or parcel of land situate in the Town of Byron, County of Genesee and State of New York, being part of Lots No. 18 and 19 in Township 1 of the 100,000 Acre or Connecticut Tract.

Commencing at a point on the centerline of Towline Road (Route 262) and north bounds of Lot No. 7 at the west bounds of land of John L. Jr. and Jean L. Sackett; thence

Southerly, along the West line of said Sackett's a distance of 1733.65 feet to the true point of beginning; thence;

North 80° 31' 11" West a distance of 782.00 feet to a point; thence

South 16° 28' 18" West a distance of 427.06 feet to a point on the North bounds of the power authority of New York State lands; thence

South 76° 22' 32" East along said North bounds a distance of 825.41 feet to a point on the West bounds of said Sackett's; thence

North 10° 45' 06" East, along said West bounds a distance of 483.65 feet to the point of beginning. Containing 8.381 acres.

ALSO all that tract or parcel of land situate in the Town of Byron, County of Genesee and State of New York being part of Lot Nos. 6, 7, 18 and 19 in Township 1 of the 100,000 Acre or Connecticut Tract bounded and described as follows:

Commencing at the northeast corner of that tract or parcel of land described in a deed into Jean L. Sackett dated December 28, 1989 and recorded January 10, 1990 in Liber 575 of Deeds at page 143 in the Genesee County Clerk's Office and travelling thence;

(1) North 10° 45' 06" East a distance of 125 feet to a point; thence

(2) North 80° 31' 11" West on a line parallel to the north line of Liber 575 of Deeds at page 143 a distance of 558 feet to a point; thence

(3) South 10° 45' 06" West a distance of 125 feet to a point on the northern boundary of Liber 575 of Deeds at page 143; thence

(4) South 80° 31' 11" East along the northern boundary of Liber 575 of Deeds at page 143 a distance of 558 feet to the point of beginning.

Containing 120.3 acres, more or less.

ALSO all that tract or parcel of land situate in the Town of Byron, County of Genesee and State of New York known as the southwest part of Lot No. 211, in Township number two of the 100,000 Acre or Commercial Tract bounded and described as follows:

Beginning at the southwest corner of said Lot; thence east on the south line of said lot 20 chains 3 links; thence north parallel with the west line of said lot 31 chains 30 links to the center of the Mill Road; thence westerly on the center of said Road to the west line of said lot; thence south on said west line to the place of beginning containing 49 acres of land according to the survey of A.H. Green.

ALSO all that part of said Lot 211, bounded as follows: Beginning on the south side of said lot 20 chains 3 links east from the southwest corner of said Lot; thence north parallel with the west line of said lot 31 chains 30 links to the center of the Mill Road; thence northerly on the center of said Road to the north line of said lot; thence east on said north line so far as to make 4 chains 75 links at right angles from the point where it strikes the center of the Mill Road; thence north parallel with the west line of said lot 35 chains 28 links to the south line of said lot; thence west on said south line 4 chains 75 links to the place of beginning, containing 16 acres of land.

Excepting and reserving from the above described premises land situate in the West part of Lot 211 as conveyed by deed to the Byron Cemetery Association dated March 13, 1924 and recorded March 13, 1964 in Liber 369 of Deeds at page 395.

ALSO ALL THOSE TRACTS OR PARCELS OF LAND situate, lying and being in the Town of Byron, County of Genesee and State of New York known and designated as parts of Lot Nos. 7 and 19 in Township No. 1 of the Connecticut Tract, so-called bounded and described as follows:

(1) Beginning on the north line of said Lot No. 7 at the northwest corner of lands conveyed by Edwin A. Dibble et ux to Joseph D. Dibble by deed dated January 17, 1855; thence west on the north line of said Lot No. 7 a distance of 72 rods; thence south parallel with the east line of said lots to the south line of said lot 19; thence east on said south line 72 rods to the southwest corner of lands conveyed by Edwin A. Dibble et ux, as aforesaid; thence north on the west line of the lands so conveyed by said Dibble et ux, to the place of beginning containing 90 acres of land more or less.

(2) Beginning on the north line of said Lot No. 7 at the northwest corner of the lands conveyed by Andrew Dibble et ux, to R.C. Dibble and E.A. Dibble by deed dated March 28, 1848; thence west on the north line of said Lot No. 7 far enough so that a line running from that point south to the south line of said Lot No. 19 and parallel with the east line of said lots shall contain between said line and the west line of the lands conveyed to the said R.C. Dibble and E.A. Dibble as aforesaid, 22 acres of land and no more; thence to the south line of said Lot No. 19; thence east on said south line to the southwest corner of lands so conveyed by Andrew Dibble et ux, thence north on the west line of said lands to the place of beginning, containing 22 acres of land.

Excepting and reserving from the above described premises the parcels described in the following deeds:

- (1) Phiney B. Fisk and Jane A. Fisk, his wife to The New York, West Shore and Buffalo Railway Company dated July 27, 1882 in Genesee County Clerk's Office August 12, 1882 in Liber 159 of Deeds, page 57.
- (2) Phiney B. Fisk and Jane A. Fisk, his wife to The New York, West Shore and Buffalo Railway Company dated June 18, 1883 in Genesee County Clerk's Office July 10, 1883 in Liber 159 of Deeds, page 82.
- (3) Phiney B. Fisk and Jane A. Fisk, his wife to The New York, West Shore and Buffalo Railway Company dated October 24, 1883 in Genesee County Clerk's Office November 28, 1883 in Liber 161 of Deeds, page 262.
- (4) Phiney B. Fisk and Jane A. Fisk, his wife to John H. McKeanie dated May 4, 1889 and recorded July 26, 1889 in Genesee County Clerk's Office in Liber 170 of Deeds, page 468.
- (5) Everett H. Outway and Una V. Outway, his wife to Jacob J. Hauler and Rose B. Hauler dated October 6, 1935 and recorded March 15, 1956 in Liber 313 of Deeds at page 271.
- (6) Deed dated June 24, 2004 and recorded June 28, 2004 in Liber 833 of Deeds at page 848.

Also excepting from the above described premises the parcels contained in the following Notices of Appropriation:

- (1) Notice of Appropriation dated November 22, 1960 and recorded the same day in Genesee County Clerk's Office in Liber 343 of Deeds at page 436, covering Niagara Power Project Map G.B.Y.-290 Parcel #291.
- (2) Notice of Appropriation dated December 29, 1960 and recorded in Genesee County Clerk's Office January 4, 1961 in Liber 344 of Deeds at page 272, covering Niagara Power Project Map G.B.Y. -290 Parcel #291.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Byron, Genesee County and State of New York, being part of Lot 211, Township 2, bounded and described as follows: Commencing at the intersection of the centerline of Mill Road with the centerline of Swamp road, and traveling thence:

- (1) North 47° 23' 14" East along the centerline of Swamp Road for a distance of 455.27 feet to a point; thence
- (2) North 57° 36' 33" East continuing along the centerline of Swamp Road for a distance of 20.99 feet to the northwest corner of a parcel of land owned by John Sackett; thence
- (3) South 02° 56' 52" East along Sackett's west line of a distance of 404.96 feet to a point; thence
- (4) South 72° 43' 08" West and along a line 50 feet northerly from the former centerline of the Owasco River Railway for a distance of 972.28 feet to a point in the centerline of Swamp Road; thence
- (5) North 60° 03' 31" East along the centerline of Swamp Road for a distance of 458.30 feet to a point; thence
- (6) North 47° 23' 14" East along the centerline of Swamp Road for a distance of 214.21 feet to the point of beginning.

Being and intending to be all that portion of the premises which lies southeast of Swamp Road as conveyed to Edgar F. Chapell and Stuart Johnson by deed recorded in Liber 486 of Deeds at page 309 in the Genesee County Clerk's Office.

Containing 40.5 acres, more or less.

Parcel 3

Tax Map No. 5.-2-54.1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee and State of New York, known and distinguished as the east part of Lot 211, Township 2, of the Connecticut Tract, bounded as follows: BEGINNING in the center of the highway at the southeast corner of said Lot; thence west along the south bounds of said lot to land now or formerly owned by P.B. Fisk; thence north along the said Fisk's east line to the north line of said lot; thence east on said north line to the east line of said lot; thence south along the east line to the place of beginning, containing 58 acres of land more or less.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the aforesaid Town, County and State and distinguished as the west subdivision of Lot 212, Township 2 of the Connecticut Tract, bounded as follows: BEGINNING at the southwest corner of said Lot in the center of the highway; thence east to the lands now or formerly owned by Henry Deming; thence north along said Deming's east line to the north line of said lot; thence west along said north line to the beginning, containing 50.5 acres more or less.

EXCEPTING 2 acres conveyed to Nelson Spafford in Book 115 of Deeds, at page 125; 4.13 acres conveyed to New York West Shore and Buffalo Railway Company in Book 159 of Deeds at page 4; also a strip of land forty feet in width conveyed to said Railway Company in Book 159 of Deeds at page 68; 2.15 acres conveyed to Charles J. Dibble in Book 157 of Deeds at page 72; also excepting 8 acres devised to Fannie A. Cole by the Will of Joseph D. Dibble recorded in Book 202 of Deeds at page 131.

Subject to a Lease from J.D. Dibble to Aiden Batavia Natural Gas Co. dated August 25, 1903 and recorded November 23, 1903 in Genesee County Clerk's Office in Liber 201 of Deeds at page 88.

Also subject to an Oil and Gas Lease from Imogene F. Smith to Paragon Resources, Inc., dated January 19, 1980 and recorded in Genesee County Clerk's Office February 15, 1980 in Liber 450 of Deeds at page 1012.

Excepting and reserving so much of the above described promises as were conveyed to Gjorgji Stojanov and Ilinka Stojanov by Deed executed by Imogene F. Smith dated June 28, 1990 and recorded in Genesee County Clerk's Office in Liber 582 of Deeds at page 309.

Containing 86.5 acres, more or less.

When recorded return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 30th day of May, 2018 ("**Effective Date**"), by and between Star Growers, a New York General Partnership comprised of John Starowitz, Frank Starowitz, Andrew Starowitz, and Leo Starowitz, Jr. ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option

Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

EXECUTED on the date set forth below.

Owner:

Star Growers,
a New York General Partnership

By:

John Starowitz, Partner

ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss:

COUNTY OF GENESEE)

On this 23 day of May, 2018, before me, personally came John Starowitz, Partner of Star Growers, a New York General Partnership, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: May 7, 2022

EDWARD J COLEMAN JR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6374959
Qualified in Chemung County
Commission Expires May 07, 2022

EXECUTED on the date set forth below.

Owner:

Star Growers,
a New York General Partnership

By: 

Andrew Starowitz, Partner

ACKNOWLEDGEMENT

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

On this 23 day of May, 2018, before me, personally came Andrew Starowitz, Partner of Star Growers, a New York General Partnership, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: May 7, 2022

EDWARD J COLEMAN JR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6374959
Qualified in Chemung County
Commission Expires May 07, 2022

EXHIBIT A

Legal Description of Owner's Property

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Elba, County of Genesee and State of New York, and distinguished by being the North parts of Lots 1 and 3, Section 1, Township 13, Range 1 bounded and described as follows: West by part of Lot 5, 29 chains 59 links; North by Lots Nos. 4 and 2, 33 chains, 84 links; East by the Eastern Transit Meridian line 29 chains 59 links; and South by a line parallel to the North bound of Lots 1 and 3, 33 chains, 77 links, containing 100 acres of land more or less.

When recorded return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 30th day of May, 2018 ("**Effective Date**"), by and between Star Growers Land, LLC, a New York limited liability company ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option

Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

EXECUTED on the date set forth below.

Owner:

Star Growers Land, LLC.
a New York limited liability company

By: 
John F. Starowitz, Member

ACKNOWLEDGEMENT

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

On this 23 day of May, 2018, before me, personally came John F. Starowitz, Member of Star Growers Land, LLC, a New York limited liability company, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: May 7, 2022

EDWARD J COLEMAN JR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6374959
Qualified in Chemung County
Commission Expires May 07, 2022

EXECUTED on the date set forth below.

Operator:

Boulevard Associates, LLC
a Delaware limited liability company

By: 
John Di Donato, Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this 30 day of May, 2018, before me, the undersigned notary public, personally appeared John Di Donato, Vice President of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____

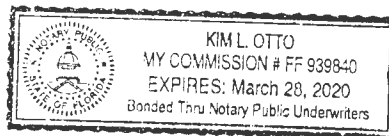


EXHIBIT A

Legal Description of Owner's Property

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Elba, County of Genesee and State of New York, distinguished as part of Lots 1 and 3, in the First Section of Township 13, in the First Range of the Holland Land Company's Survey, bounded West by Lot number 5, 15 chains and 22 links; North by land deeded to Sylvanus Humphrey, 33 chains 77 links; East by the Transit Line, 15 chains, 18 links and South by a line parallel to the North bounds of said land, 33 chains 73 links, containing 51½ acres of land, more or less.

LESS AND EXCEPT: ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Bryon, County of Genesee, State of New York, and being part of Lot 61, Township 13, and Range 1 of the Holland Land Co. survey, bounded and described as follows:

COMMENCING AT A Metal Rerod Bar (UTM Coordinate:0735556/4710354) at or near the Southeast boundary of tax map parcel # 8-1-29. Tract I has road frontage and will not require a right of way.

Beginning at a point of the Tract described by Metes and Bounds as follows:

RUNNING THENCE: a distance of 30.8 feet to a point or place of beginning of the parcel herein described;

RUNNING THENCE: Due West, a distance of 30.8 feet

RUNNING THENCE: N 03°00'00" E, a distance of 2263.8 feet to a point;

RUNNING THENCE: S 89°00'00" E, a distance of 1082.7 feet to a point;

RUNNING THENCE: S 01°00'00" W, a distance of 564.3 feet to a point;

RUNNING THENCE: Due West, a distance of 1063.0 Feet;

RUNNING THENCE: S 03°19'18" W, a distance of 1680.4 feet to the POINT OR PLACE OF BEGINNING:

Said Tract containing 15.8 acres of land, be the same, more or less.

ALSO, All That Other Tract or Parcel of Land, situate in the Town of Elba, County and State aforesaid, distinguished as being parts of Lots 4 and 5, Section 6, Township 12, Range 1 of the Holland Land Company's Purchase, bounded as follows:

Beginning at the Northeasterly corner of land heretofore deeded to Ezekiel White; thence South 28 degrees West bounding thereon 10 chains 20 links, thence South 72 degrees West bounding thereon 20 chains 25 links, thence North bounding on lot number 6, 15 chains 68 links; thence East bounding on Township number 13, Range 1, 24 chains to the place of beginning, containing 26 acres of land more or less.

ALSO, All That Other Tract or Parcel of Land, situate in the said Town of Stafford and distinguished by being the Northeasterly part of said Lot No. 4 Section 6, Township 12, Range 1 and bounded as follows:

Beginning at the Northeasterly corner of said Lot No. 4; thence Westerly on the Southerly line of Township No. 13, 10 chains 59 links to the highway; thence Southwesterly along the center of said highway 9 chains 25 links; thence Easterly 15 chains 29 links to the Eastern transit meridian

line; thence Northerly along the Eastern transit line 9 chains 25 links to the place of beginning, containing 11.25 acres of land more or less; the above described three parcels of land containing 88.75 acres of land more or less. Tax Map # 12.-1-44 & 12.-1-45.

EXCEPTING from said premises 28.75 acres of land conveyed by deed recorded April 10, 1907 in Genesee County Clerk's Office in Liber 208 of Deeds at page 145, more particularly described as follows: All that tract or parcel of land, situate in the towns of Elba and Stafford, County of Genesee, and State of New York, distinguished as being part of lots 1 and 3 in section 1 in said town of Elba and part of lot no. 5, section 6 in said town of Stafford, bounded and described as follows: -Beginning at the intersection of the West line of said lot no. 5 with the highway running Northeasterly across said lot, which intersection point is the Southwest corner of certain lands conveyed by Freeman A. Barber and wife to said Charles M. Hall by deed recorded in Genesee County Clerk's Office in liber 208, page 30, and thence running North on said West line 15 chains 68 links and thence still North bounding on the West line of said lot no. 3 in the town of Elba 15 chains 23 links to the North bounds of the lands so deeded to said Hall; thence East bounding on said North bounds far enough East so that a line drawn parallel with said first mentioned boundary and running South from said North bounds to the highway running Northeasterly across said lots and thence running Southwesterly along said highway to the place of beginning will contain within said bounds 28.75 acres of land and no more.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Stafford, County and State aforesaid, distinguished as being parts of lots number 4 and 5, section 6, township 12, range 1 of the Holland Land Company's Purchase bounded as follows:

Beginning at the Northeasterly corner of land heretofore deeded to Ezekiel White; thence South 28 degrees West bounding thereon 10 chains 20 links, thence South 72 degrees West bounding thereon 20 chains 25 links, thence North bounding on lot number 6, 15 chains 68 links; thence East bounding on township number 13, range one, 24 chains to the place of beginning, containing 26 acres of land more or less. Tax Map #1.-1-5. (*West part of*) (*Abst #70*)

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the said Town of Stafford, and distinguished by being the Northeasterly part of said lot number 4, section 6, township 12, range 1 and bounded as follows: Beginning at the Northeasterly corner of said lot number 4; thence Westerly on the Southerly line of township number thirteen 10 chains 59 links to the highway; thence Southwesterly along the center of said highway 9 chains 25 links; thence Easterly 15 chains 29 links to the Eastern transit meridian line; thence Northerly along the Eastern transit line 9 chains 25 links to the beginning, containing 11.25 acres of land more or less; Tax map # 1.-1-5. (*East part of*) (*Abst#70*)

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Towns of Elba and Stafford, County of Genesee and State of New York, distinguished as being part of lots 1 and 3 in section 1 in said town of Elba and Lot No. 5, Section 6 in the said Town of Stafford and described as follows:

BEGINNING at the intersection of the West line of said Lot No.5 with the highway running Northeasterly across said lot which intersection point is the Southwest corner of certain lands

conveyed by Freeman A. Barber and wife to said Charles M. Hall by deed recorded in Genesee County Clerk's Office in Liber 208 Page 30 and thence running thence North on said West line 15 chains 68 links and thence still North bounding on the West line of said Lot No. 3 in the Town of Elba 15 chains 23 links to the North bounds of lands so deeded to said Hall; thence East bounding on said North bounds far enough East so that a line drawn parallel with said first mentioned boundary and running South from said North bounds to the highway running Northeasterly across from said lots and thence running Southwesterly along said highway to the place of beginning will contain within said bounds $23\frac{3}{4}$ acres of land and no more. (1.-1-4 & 12.-1-43)(Abst#99)

ALSO, ALL THAT TRACT OR PARCEL OF LAND SITUATE in the Town of Byron, County of Genesee and State of New York, being part of a tract of land commonly called the 100,000 Acre or Connecticut Tract, lying West of the Triangle and known and distinguished as the Northwest part of lot number 85 in township number 1 bounded as follows:

On the North by lot number 73; on the East by the West line of 40.30 acres from the middle part of said lot deeded by said State of Connecticut to David Wilbur; on the South by a line parallel with the South line and so far from it as to leave in the Southwest part of said lot 17, .08 acres, according to the original survey and on the West by the Transit Line, containing 11.92 acres of land more or less. Tax map # 8.-1-28

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Byron, Genesee County, New York, and more particularly described as follows: Part of said Lot No. 61, BEGINNING at the Southwest corner of said Lot No. 61 upon the transit meridian line; thence running Easterly along the South line of said lot, $193\frac{1}{2}$ rods; thence Northerly on a line parallel with the East line of said Lot No. 61, 34 rods to a point; thence Westerly on a line parallel with the South line of said Lot No. 61, to the transit meridian line; thence South along said transit line to the place of beginning, containing 41 acres and 19 rods of land more or less. (Byron 8.-1-29)

ALSO, All That Tract or Parcel of Land, situate in the Town of Byron, County of Genesee and State of New York, being part of a tract of land commonly called the 100,000 Acre or Connecticut Tract lying West of the Triangle and known and distinguished as the West part of Lot 73 in Township 1, bounded on the North by Lot No. 61, on the East by a line drawn through said Lot parallel with the East line and so far from it as to leave in the East Part of said Lot 39.20 Acres; on the South by Lot No. 85 and the West by the Transit Line, containing 79.20 Acres of land, be the same more or less.

EXCEPTING the land described in a deed by Christopher C. Casey and Delia F. Casey to The County of Genesee dated May 14, 1938 and recorded in Liber 279, Page 443, and more particularly described as follows:

Beginning at a point in the Northerly boundary line of the existing highway said point being Northerly 24.75 feet radially from centerline station 44+00; thence Westerly and Northerly along said highway boundary line to a point which is Easterly 30 feet radially from centerline station 48+00; thence Southeasterly $88\pm$ feet to a point which is Northeasterly 40 feet radially from centerline station 47+00; thence Southeasterly $87\pm$ feet to a point which is Northeasterly 35

feet radially from centerline station 46+00; thence Southeasterly 89± feet to a point which is Northeasterly 33 feet radially from centerline station 45+00; thence Southeasterly 90± feet to the point of beginning; Being 0.40 acres more or less.

Being the same premises according to deed dated February 25, 2013 and recorded in the Office of the Genesee County Clerk on April 8, 2013 in Liber 897 Page 946.

When recorded return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 30th day of May, 2018 ("**Effective Date**"), by and between John F. Starowitz, a married man acting in his sole and separate property; Frank L. Starowitz, an unmarried man; Leo D. Starowitz, a married man acting in his sole and separate property; and Andrew M. Starowitz, an unmarried man (collectively, "**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to

Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

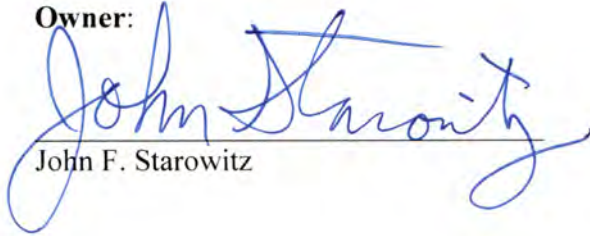
6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

EXECUTED on the date set forth below.

Owner:


John F. Starowitz

ACKNOWLEDGEMENT

STATE OF NEW YORK)

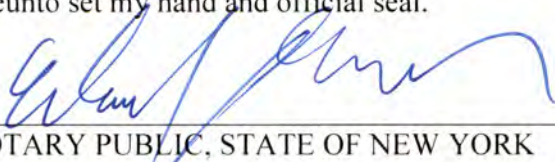
) ss:

COUNTY OF GENESEE)

On this 23 day of May, 2018, before me, personally came John F. Starowitz, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY PUBLIC, STATE OF NEW YORK

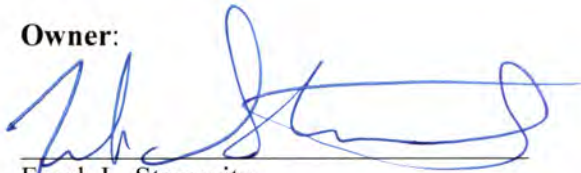
My commission expires:

May 7, 2022

EDWARD J COLEMAN JR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6374959
Qualified in Chemung County
Commission Expires May 07, 2022

EXECUTED on the date set forth below.

Owner:


Frank L. Starowitz

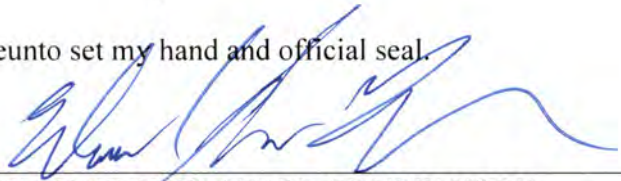
ACKNOWLEDGEMENT

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

On this 23 day of May, 2018, before me, personally came Frank L. Starowitz, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: May 7, 2022

EDWARD J COLEMAN JR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6374959
Qualified in Chemung County
Commission Expires May 07, 2022

Owner:

Andrew M. Starowitz

EXECUTED on the date set forth below.

Operator:

Boulevard Associates, LLC
a Delaware limited liability company

By: 
John Di Donato, Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this 30 day of May, 2018, before me, the undersigned notary public, personally appeared John Di Donato, Vice President of Boulevard Associates, LLC, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____

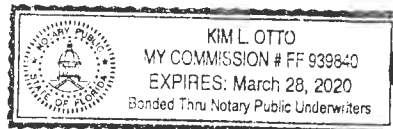


EXHIBIT A

Legal Description of Owner's Property

ALL THAT TRACT OR PARCEL OF LAND SITUATE in the Town of Byron, County of Genesee and State of New York, being the middle part Lot No. 85, Township 1 of the tract of land commonly called the 100,000 Acre or Connecticut Tract, lying West of the triangle, bounded as follows:

On the North by Lot No. 73; on the East by a line through said lot parallel with the East line thereof, and so far therefrom as to leave in the East part of said lot 50 acres; on the South by Lot No. 97, and on the West by a line drawn through said lot parallel with the East line of the lands so far therefrom as to include in the piece of land described 40.40 acres of land.

ALSO, all that tract or parcel of land situate in the Town of Byron, County of Genesee and State of New York, being the Southwest part of Lot No. 85, Township 1 of the tract of land commonly called the 100,000 Acre or Connecticut Tract, bounded as follows:

On the West by the transit line; on the North by a line parallel with and so far from the South line as to include in the piece so described, 19½ acres of land.

EXCEPTING therefrom all that tract or parcel of land situate in the Town of Byron, County of Genesee and State of New York, being part of Lot No. 85, Township 1 of the 100,000 Acre or Connecticut Tract, described as follows:

BEGINNING in the Northerly bounds of said Lot No. 85, at a distance of 773 feet Easterly of the Northwestern corner thereof; thence Southerly parallel to the Westerly bounds of said lot a distance of 650 feet, thence Easterly parallel to the Northerly bounds of said lot, a distance of 169.5 feet; thence Northerly parallel to the first mentioned bounds 650 feet to the Northerly bounds of said lot; thence Westerly along the Northerly bounds of said lot a distance of 169.5 feet to the place of beginning.

FURTHER EXCEPTING therefrom all that tract or parcel of land situate in the Town of Byron, County of Genesee, State of New York, being part of Lot 85, Township 1 of the 100,000 Acre Tract and further described as follows:

Beginning at a point in the centerline of Walkers Corners Road, being the North line of Lot 85, said point being South 87°-09'-30" East a distance of 1,412.0 feet from an iron pin found at the Northwest corner of Lot 85; thence

1) South 87°-09'-30" East along the centerline of Walkers Corners Road, a distance of 225.00 feet to a point; thence

2) South 02°-50'-30" West passing through an iron pin set on the South bounds of Walkers Corners Road (49.50 feet wide) and continuing on the same course a total distance of 387.20 feet to a point; thence

3) North 87°-09'-30" West a distance of 225.00 feet to a point: thence

4) North $02^{\circ}-50'-30''$ East passing through an iron pin set on the South bounds of Walkers Corners Road and continuing on the same course a total distance of 387.20 feet to the point of beginning.

Being the same premises by deed dated and recorded on December 28, 2010 in the Office of the Genesee County Clerk in Liber 884 Page 735.

When recorded return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 30th day of May, 2018 ("**Effective Date**"), by and between John F. Starowitz, a married man acting in his sole and separate property ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the

Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

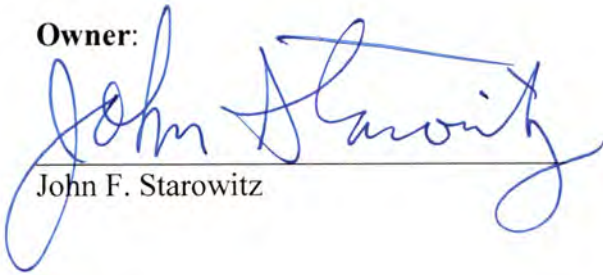
7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:


John F. Starowitz


ACKNOWLEDGEMENT

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

On this 23 day of May, 2018, before me, personally came John F. Starowitz, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: May 7, 2022

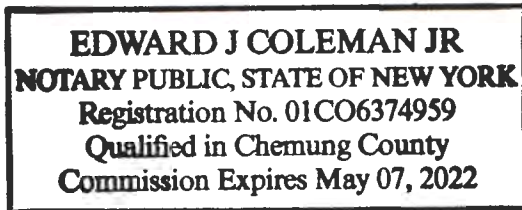


EXHIBIT A

Legal Description of Owner's Property

PARCEL 1:

All that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, and being Part of Lot No. 49, Township 1 of the 100,000 Acre Tract, so-called, bounded and described as follows:

BEGINNING at a point on the center line of Bank Street Road at a distance of 1,136.35 feet North 43° 08' 42" East, measured along the center line of Bank Street Road from its intersection with the center line of Transit Road; running thence North 43° 08' 42" East, along the center line of Bank Street Road, a distance of 1,349.43 feet to its intersection with the Northerly line of Lot No. 49; running thence South 87° 06' 06" East, along the Northerly line of Lot No. 49, a distance of 1,679.22 feet to the Northeasterly corner thereof; running thence South 03° 11' 19" West, along the Easterly line of Lot No. 49, a distance of 1,030.0 feet to a point; running thence North 87° 06' 06" West, parallel with the Northerly line of lot No. 49, a distance of 2,545.83 feet to the Point or Place of Beginning, containing 50 acres, be the same, more or less.

PARCEL 2:

All that tract or parcel of land, situate in the Town of Byron, County of Genesee, State of New York, and being part of Lot 49, Township 1 of the 100,000 Acre Tract (so-called] bounded and described as follows:

BEGINNING AT A POINT on the center line of the Bank Street Road at a distance of 1,136.35 feet North 43° 8' 42" East, measured along the center line of the Bank Street Road from its intersection with the center line of the Transit Road (which point is also the Southwest corner of premises deeded to R. Stephen Hawley and Ellen S. Hawley, by deed recorded in Liber 432 of Deeds at Page 123 in the Genesee County Clerk's Office).

RUNNING THENCE: South 87° 06' 06" East along the southerly boundary of lands deeded to R. Stephen Hawley and Ellen S. Hawley in Liber 432 of Deeds at Page 123 a distance of 2,545.83 feet to a point on the Easterly line of Lot 49, which point is the Southeast corner of lands deeded to R. Stephen Hawley and Ellen S. Hawley, as aforesaid.

RUNNING THENCE: South 3° 11' 49" West along the Easterly line of Lot 49 to the Southeast corner of Lot 49.

RUNNING THENCE: Westerly along the South line of Lot 49 and the North line of Lot 61 to a point on the center line of the Bank Street Road.

RUNNING THENCE: North 43° 08' 40" East along the center line of the Bank Street Road to the POINT OR PLACE OF BEGINNING; containing 39.947± Acres be the same, more or less.

PARCELS 1 AND 2 BEING THE SAME PREMISES by deed dated and recorded on May 18, 1979 in the Genesee County Clerk's Office in Liber 447 Page 498.

When recorded return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 30th day of May, 2018 ("**Effective Date**"), by and between Leo D. Starowitz, Jr., a married man acting in his sole and separate property ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the

Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

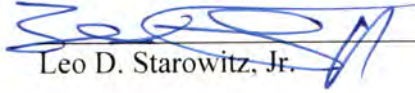
7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:


Leo D. Starowitz, Jr.

ACKNOWLEDGEMENT

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

On this 23 day of May, 2018, before me, personally came Leo D. Starowitz, Jr., to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: May 7, 2022

EDWARD J COLEMAN JR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6374959
Qualified in Chemung County
Commission Expires May 07, 2022

EXHIBIT A

Legal Description of Owner's Property

All that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, and distinguished by being part of Lot Nos. 49 and 61 of Township Number 1 of the 100,000 Acre or Connecticut Tract, so called and being all that part of said lots, now or formerly owned by Jonas Terry, lying Southeasterly of the road running past the Stone School House to Byron, containing 170 acres of land; and further described as beginning at the Northeast corner of said Lot No. 49; thence South on the East bounds thereof and the East bounds of said Lot No. 61 to the Northeast corner of land conveyed by Jonas Terry to James Lyman by Deed dated January 17, 1855 and recorded in Genesee County Clerk's Office in Liber 91 of Deeds, at Page 178; thence West bounding thereon to the West bounds thereof to the Transit Meridian Line; thence North along said Transit Meridian Line to the center of the Batavia Road; thence Northeasterly along the center thereof 37 chains 44 links to the North bounds of said Lot No. 49; thence East along the North bounds thereof to the place of beginning.

Containing 170 acres of land, be the same more or less.

EXCEPTING AND RESERVING from the above described premises, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Byron, County of Genesee, State of New York, and being part of Lot 49, Township 1 of the 100,000 Acre Tract (so-called) bounded and described as follows: BEGINNING AT A POINT on the centerline of Bank Street Road at a distance of 1136.35 feet N-43°-08'-42"-E, measured along the centerline of Bank Street Road from its intersection with the centerline of the Transit Road.

RUNNING THENCE: N-43°-08'-42"-E, along the centerline of Bank Street Road, a distance of 1349.43 feet to its intersection with the Northerly line of Lot 49.

RUNNING THENCE: S-87°-06'-06"-E, along the Northerly line of Lot 49, a distance of 1679.22 feet to the Northeasterly corner thereof.

RUNNING THENCE: S-03°-11'-19"-W, along the Easterly line of Lot 49, a distance of 1,030.0 feet to a point.

RUNNING THENCE: N-87°-06'-06"-W, parallel with the Northerly line of Lot 49, a distance of 2543.83 feet to the POINT OR PLACE OF BEGINNING; containing 50.0 Acres be the same, more or less. Being the same premises by Warranty Deed recorded in the Genesee County Clerk's Office on June 30, 1975 in Liber 432 of Deeds, Page 123.

ALSO, EXCEPTING AND RESERVING from the above described premises, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee, State of New York, and being part of Lot 49, Township 1 of the 100,000 Acre Tract [so-called] bounded and described as follows:

BEGINNING AT A POINT on the center line of the Bank Street Road at a distance of 1,136.35 feet North-43°-8'-42"-East, measured along the center line of the Bank Street Road from its intersection with the center line of the Transit Road [which point is also the Southwest corner of premises deeded to R. Stephen Hawley and Ellen S. Hawley, by deed recorded in Liber 432 of Deeds at Page 123 in the Genesee County Clerk's Office].

RUNNING THENCE: South-87°06'-06"-East along the Southerly boundary of lands deeded to R. Stephen and Ellen S. Hawley in Liber 432 of Deeds at Page 123 a distance of

2,545.83 feet to a point on the Easterly line of Lot 49, which point is the Southeast corner of lands deeded to R. Stephen Hawley and Ellen S. Hawley, as aforesaid.

RUNNING THENCE: South-3°-11'-49"-West along the Easterly line of Lot 49 to the Southeast corner of Lot 49.

RUNNING THENCE: North-43°-08'-40"-East along the center line of the Bank Street Road to the POINT OR PLACE OF BEGINNING; containing 39.947± Acres be the same, more or less.

ALSO, EXCEPTING AND RESERVING from the above described premises, All That Tract or Parcel of Land situate in the Town of Elba, County of Genesee and State of New York, being part of Lot No. 2, Section No. 1, Township 13 and Range One of the Holland Land Company's Survey and all that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, and distinguished by being part of Lot No. 61 of Township No. 1, of the 100,000 Acre, or Connecticut Tract, so called, and further described as beginning at the intersection of the centerline of the Bank Street-Byron Road and the North line of lot No. 61; thence Southwesterly along the centerline of Bank Street-Byron Road, to a point formed by the intersection of the centerline of the Bank Street-Byron Road with the Southwest boundary of a parcel conveyed to Warren W. Hawley III and Nancy W. Hawley by Deed recorded in Liber 325 of Deeds, at Page 326, such boundary also being the Northeastern bounds of a lot deeded by the Bank of Batavia, to Hennan Schrader, described in Liber 231 of Deeds, at Page 425; thence Southeasterly along the Northeastern bounds of said lot deeded by the Bank of Batavia to Herman Schrader, 154 feet to an oak stake in the Transit Line between the Towns of Byron and Elba, and extending the line formed by the Northeastern bounds of said Herman Schrader's lot Southeasterly a distance of 209 feet to a point so that the entire line formed is 363 feet; thence Northeasterly parallel to and 363 feet distant from the centerline of Bank Street-Byron Road for a distance of the first course described herein to a point; thence Northwesterly and parallel to the second course described herein to the point or place of beginning.

When recorded return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 694-4678

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 12 day of April, 2019 ("**Effective Date**"), by and between Frank L. Starowitz, and Anita J. Stiles n/k/a Anita J. Starowitz, husband and wife whose address for notices is: 7402 Bank St. Road, Elba, NY 14058 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company whose address for notices is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Genesee County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement**").

Date"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, the installation of energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:

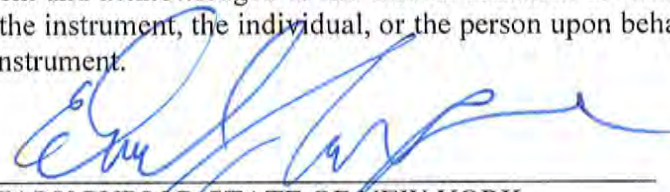

Frank L. Starowitz

ACKNOWLEDGEMENT

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

On the 21st day of March, in the year 2019, before me, the undersigned, a Notary Public in and for the said State of New York, personally appeared Frank L. Starowitz, personally known 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 seal)


NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: May 7, 2022

EDWARD J COLEMAN JR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6374959
Qualified in Chemung County
Commission Expires May 07, 2022

EXECUTED on the date set forth below.

Owner:

Anita Starowitz
Anita J. Stiles n/k/a Anita J. Starowitz

ACKNOWLEDGEMENT

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

On the 21st day of March, in the year 2019, before me, the undersigned, a Notary Public in and for the said State of New York, personally appeared Anita J. Stiles n/k/a Anita J. Starowitz, personally known 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(notary seal)

[Signature]
NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: May 7, 2022

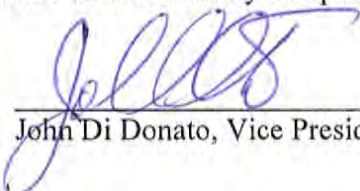
EDWARD J COLEMAN JR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6374959
Qualified in Chemung County
Commission Expires May 07, 2022

EXECUTED on the date set forth below.

Operator:

Boulevard Associates, LLC
a Delaware limited liability company

By: _____


John Di Donato, Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this 12 day of April, 2019, before me, the undersigned notary public, personally appeared John Di Donato personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____

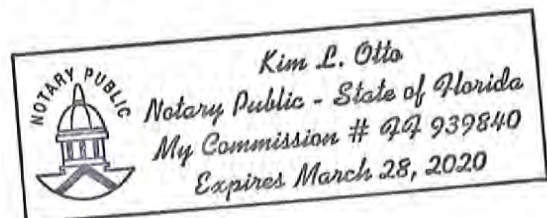


EXHIBIT A

Legal Description of Owner's Property

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Elba, County of Genesee and State of New York, and distinguished by being the North parts of Lots 1 and 3, Section 1, Township 13, Range 1 bounded and described as follows: West by part of Lot 5, 29 chains 59 links; North by Lots Nos. 4 and 2, 33 chains 84 links; East by the Eastern Transit Meridian Line 29 chains 59 links; and South by a line parallel to the north bound of Lots 1 and 3, 33 chains, 77 links, containing 100 acres of land more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Elba, County of Genesee State of New York, and distinguished as the South part of Lot No. 4, Section 1, Township 13, Range 1 bounded as follows: Beginning at the West line said lot, 33 chains, 24 links from the Northwest corner of said lot; thence East parallel with the North line of said lot to the East line of the same; thence South on the East line of said lot, 31 chains to the Southeast corner of said lot; thence West on the South line 20 chains, 7 links to the Southwest corner; thence North on the West line of said lot 31 chains to the place of beginning, containing 56.94 acres. Reserving from the North part 6.94 acres, leaving 50 acres hereby conveyed.

EXCEPTING from the above described premises the west middle part of Lot 4, Section 1, Township 12, Range 1, beginning at a stake in the center of the highway at the Southwest corner of lands deeded to Mills and Woodruff by Joseph A. Wakeman by deed recorded in liber 59, page 155; running East on Mills South line 7 chains 37½ links to the East line of Mills land; thence South parallel with the West bounds of said lot, 9 chains 95½ links; thence West parallel to the South bounds of said lot, 7 chains 37½ links; thence North on the West bounds of said lot, 9 chains, 95½ links to the place of beginning, containing 7 acres and 54 rods of land be the same more or less.

ALSO EXCEPTING therefrom part of Lot 4, Section 1, Township 13, Range 1, in the Town of Elba, New York, beginning at the Northeast corner of land conveyed by Cyrus Walker and wife to Freeman Barber by deed recorded in Liber 65, Page 407; thence West on a line parallel with the North bounds of said lot, 11 chains 85 links to the Northeast corner of land conveyed by Joseph A. Wakeman to Daniel Mills and Issac A. Woodruff by deed dated April 13, 1841, recorded in Liber 59, page 155; thence South bounding thereon and on land conveyed to said Martha Nelson and Ethlinda Barber and others by deed in Liber 145, Page 24, 12 chains 98 links; thence East in a direct line 12 chains, 85 links to the east bounds of said Lot; thence North on the East bounds thereof 12 chains, 98 links to the place of beginning, containing 16 acres of land more or less.

ALSO EXCEPTING therefrom, a 0.13 acre parcel of land conveyed by Paul and Anna Starowitz to the County of Genesee for the proposed construction of the South Byron Road and the Elba-Byron Townline Road as described in a deed recorded in the Genesee County Clerk's Office in Liber 279 of Deeds at Page 513.

EXCEPTING AND RESERVING ALL LAND located South of Bank Street Road.