

Appendix 4-2

Demonstration of Title or Lease in Facility Site



JEFFERSON COUNTY - STATE OF NEW YORK
GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK
175 ARSENAL STREET
WATERTOWN, NEW YORK 13601

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



INSTRUMENT #: 2019-00018789

Receipt#: 2019032185
Clerk: AG
Rec Date: 11/21/2019 09:12:22 AM
Doc Grp: DEE
Descrip: ACKNOWLEDGMENT IN DEEDS
Num Pgs: 6
Rec'd Frm: Geronimo Energy, LLC

Party1: ZIOLKOWSKI HENRY F JR
Party2: MARTIN JOSHUA L
Town: LYME

Recording:	
Cover Page	5.00
Recording Fee	45.00
Cross References	0.50
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>75.50</u>
Transfer Tax	
Transfer Tax - State	0.00
Sub Total:	<u>0.00</u>
Total:	<u>75.50</u>

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

******* Transfer Tax *******
Transfer Tax #: 1474
Exempt
Consideration: 0.00

Total: 0.00

WARNING***

*****Information may change during the verification process and may not be reflected on this page**

Record and Return To:

GERONIMO ENERGY, LLC
7650 EDINBOROUGH WAY STE 725
EDINA, MN 55435

Gizelle J. Meeks
 Jefferson County Clerk

**CONSENT TO SOLAR LAND
PURCHASE AGREEMENT**

RETURN TO :
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
Attn: Kyle Ostgard
7650 Edinborough Way, Suite 725
Edina, MN 55435

Parcel Identification Number(s):
62.00-2-12

This Consent to Solar Land Purchase Agreement is made as of September 20, 2019, by the undersigned Henry F. Ziolkowski, Jr. and Johanne M.R. Ziolkowski, husband and wife, whose address is: 13963 Case Road, Chaumont, NY 13622 ("Seller," whether one or more).

WHEREAS, Seller is the holder of fee title to the real estate located in Jefferson County, State of State of New York, legally described on the attached Exhibit A (the "Land").

WHEREAS, Seller is selling the Land to Joshua L. Martin and Jennifer L. Bohall-Martin, husband and wife, whose address is: 15 S. T-Head Drive, Seadrift, TX 77983 ("Buyer") by Land Contract dated January 26th, 2015 (the "Land Contract").

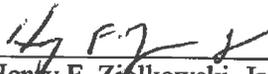
WHEREAS, Buyer entered into a Solar Purchase Land Purchase Agreement dated September 20, 2019, with Geronimo Solar Energy, LLC, a Minnesota limited liability company, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 ("Project Company"), as evidenced by Memorandum of Purchase Agreement dated September 20, 2019, and recorded on October 21, 2019, as Document No. 2019-00017605 in the County Clerk's Office, Jefferson County, New York (the "Purchase Agreement").

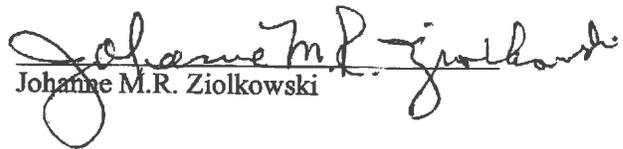
WHEREAS, Project Company has requested that Seller consent to the Purchase Agreement.

NOW, THEREFORE, Seller hereby affirms and states that Seller does hereby consent to the Purchase Agreement as follows.

1. Seller hereby consents to the Purchase Agreement subject to paragraph 2, below.
2. Seller covenants and agrees that if Project Company is not in default under the Purchase Agreement after the expiration of any and all applicable cure periods, Seller shall not terminate the Purchase Agreement in the event the Land Contract is terminated, and the Purchase Agreement shall continue in accordance with its terms as a direct Purchase Agreement between Project Company and Seller; provided, however, that Seller shall only be responsible for performing obligations under the Purchase Agreement that arise on or after the date the Land Contract terminates.
3. This Consent shall bind Seller and inure to the benefit of Project Company and their respective successors and assigns.
4. As consideration for this Agreement and the grant of the Consent to Solar Land Purchase Agreement and other rights hereunder, Project Company agrees to make payments to Seller as described in Exhibit B. The parties acknowledge and agree that Exhibit B will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit B prior to recording is intentional and does not in any way affect the validity of this Agreement. Seller acknowledges and agrees that it shall not be permitted to sever the payments under the Agreement, and shall not be permitted to assign payments due to Seller under the Agreement to a third party without the consent of Project Company. Upon the transfer of an interest in the Property to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.
5. This Consent shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Seller makes this Consent as of the date and year first above-written.

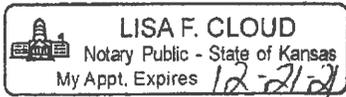

Henry F. Ziolkowski, Jr.


Johanne M.R. Ziolkowski

STATE OF KANSAS)
) ss.
COUNTY OF Coffey)

On the 11 day of September in the year 2019, before me, the undersigned, personally appeared Henry F. Ziolkowski, Jr., and Johanne M.R. Ziolkowski, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lisa F. Cloud
Notary Public



This instrument was drafted by
and upon recording return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

EXHIBIT A

Legal Description of the Land

Tax Parcel No.: 62.00-2-12

All that certain piece or parcel of land, situate, lying, and being in the Town of Lyme, Jefferson County, and State of New York, it being a part of lot No. 340 of the subdivision of great lot No. 4 of Macomb's purchase & is bounded as follows, viz: Beginning at the most S'yly corner of said lot No. 340 in the center of the highway & N. 35 & 1-2 deg. E. 3 chs. 23 2-3 lks. from a stone set in the division line between the Towns of Brownville & Lyme marked T. line; thence along the Morris tract line N. 53 deg. W. 38 chs. and 4 lks. to a stone marked I.C.; thence N. 39 1-2 deg. E. 20 chs. 36 1-2 lks. to a stone marked I.C.; thence N. 53 & 1-2 deg. W. 43 lks. to a stone marked I.C. in the S'yly line of 104 34-100 acres of land deeded to W. I. Blodget; thence N. 68 1-2 deg. E. 57 chs. & 50 lks. to a stone marked I.C. in the S'yly line of 100 acres of land deeded to Amos Shepard; thence S. 18 deg. E. 6 chs. & 25 lks. to a stone marked I.C. in the aforesaid town line; thence along said line S. 35 1-2 deg. W. 65 chs. & 80 lks. to the place of beginning, containing 177 39-100 acres of land, be the same more or less, as surveyed by S. W. Griswold, October 4th 1848.

Also all that tract or parcel of land situate in the Town of Lyme, County of Jefferson and State of New York, and bounded as follows: Beginning in the S. W'yly line of the Morris tract at a hub set in the center of the highway and nearly in front of said Knapp's dwelling house, running thence along the center of said highway S. 37 deg. W. 9 chs. and 21 lks. to an angle in said highway; thence continuing along said center S. 79 & 1-4 deg. W. 2 chs. & 25 lks. to a point bearing south forty three deg. W. a few feet from the center of a large pine stump; thence N. 43 deg. E. 10 chs. & 40 lks. to a stone set in the aforesaid line of the Morris tract; thence along said line S. 52 & 1-4 deg. E. 3 chs. & 85 lks. to the place of beginning, containing 2 & 1-4 acres of land, be the same more or less, as surveyed by J. Woodworth, November nineteenth 1856.

HEREBY EXCEPTING AND RESERVING from the first parcel of land above described 19 33/100 of an acre of land conveyed by Charles M. Knapp and wife to William Dillenbeck by Warranty Deed dated March 26, 1869, and recorded in the Jefferson County Clerk's office June 15, 1869, in Liber 161 of Deeds at Page 79 and therein described as follows: all that tract or parcel of land, situate in the Town of Lyme aforesaid and bounded as follows, viz: Beginning at a point in the town line between the towns of Lyme and Brownville, a line stone set in the ground marked J.C. at the N. E'yly corner of the farm heretofore owned by John Clark and now owned and occupied by the party of the first part, it being also the N. W'yly corner of the farm of William O. Case of Brownville, and runs thence S. 36 deg. W. 19 chs. and 47 lks. along said town line; thence N. 19 1-2 deg. W. 16 chs. and 86 lks. to the Moore's tract line 16.86; thence along said line N. 71 1-2 deg. E. 16 chs. & 74 lks. 16.74 to the most N'yly corner of the said parties of the first part's farm as originally surveyed; thence S. 17 1-2 deg. E. 6 chs. & 25 lks. 6.25 to the place of beginning, containing 19 acres and 33-100 of an acre.

Being the same premises conveyed to Charles E. Cean and Inez Cean by Richard H. Mount and Eva Jean Mount by Warranty Deed dated March 24, 1965, and recorded in the Jefferson County Clerk's office March 24, 1965, in Liber 765 of Deeds at Page 118.

Intending hereby to describe and convey the same tract of parcel of land as were conveyed to Edwin S. Ketcham and Margaurite M. Ketcham, husband and wife, by Charles E. Cean and Inez Cean by deed dated June 10, 1965, and recorded June 10, 1965, in Jefferson County Clerk's office in Liber 768 of Deeds at Page 326.

The words "party of the first part" and the words "parties of the first part's" appearing above in the paragraph commencing with the words "HEREBY EXCEPTING AND RESERVING" are copied verbatim from the said deed from Charles E. Cean and Inez Cean to Edwin S. Ketcham and Margaurite M. Ketcham (Liber 768 of Deeds at Page 326).

BEING the same premises conveyed by Edwin S. Ketcham and Margaurite M. Ketcham to Reginald J. Schweitzer and Diane L. Schweitzer by deed dated August 10, 1976 and recorded in the Jefferson County Clerk's Office on the same date in Liber 875 of Deeds at Page 48.



JEFFERSON COUNTY - STATE OF NEW YORK
 GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK
 175 ARSENAL STREET
 WATERTOWN, NEW YORK 13601

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



Recording:

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

Sub Total: 80.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 80.00

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

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

Transfer Tax #: 970

Exempt

Consideration: 0.00

Total: 0.00

INSTRUMENT #: 2019-00017005

Receipt#: 2019029654

Clerk: DA

Rec Date: 10/21/2019 11:42:22 AM

Doc Grp: DEE

Descrip: MEMORANDUM OF AGREEMENT

Num Pgs: 7

Rec'd Frm: GERONIMO ENERGY

Party1: MARTIN JOSHUA L

Party2: GERONIMO SOLAR ENERGY LLC

Town: LYME

WARNING***

***Information may change during the verification process and may not be reflected on this page

Gizelle J. Meeks
 Jefferson County Clerk

Record and Return To:

GERONIMO ENERGY
 7650 EDINBOROUGH WAY
 STE 725
 EDINA MN 55435

Space above this line for recording purposes only

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT is made effective as of September 20, 2019, by and between Joshua L. Martin and Jennifer L. Bohall-Martin, husband and wife, whose address is: 15 S. T-Head Drive, Seadrift, TX 77983 (“**Seller**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Buyer**”).

RECITALS

A. Seller is the fee owner of the parcel or parcels of land (the “**Land**”) located at 13963 Case Road in the Town/Village/City of Lyme, in the County of Jefferson, State of New York legally described in attached Exhibit A.

B. Seller and Buyer have entered into a purchase agreement dated September 20, 2019 (the “**Purchase Agreement**”), under which Seller has agreed to sell the Land to Buyer, as generally shown on attached Exhibit B (the “**Property**”).

C. The parties wish to record this instrument to give notice to third parties of the existence of the Purchase Agreement and the rights in the Property held by Buyer as the purchaser under the Purchase Agreement.

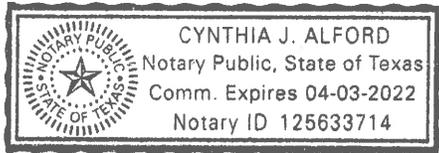
PROVISIONS

IN CONSIDERATION of the mutual covenants of the parties described herein, the execution of this Memorandum of Purchase Agreement by the parties and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Seller and Purchaser acknowledge that they have entered into the Purchase Agreement, pursuant to which Buyer has agreed to buy the Property from Seller and Seller has agreed to sell the Property to Buyer on or before September 19, 2024.
2. This Memorandum of Purchase Agreement has been executed and delivered by the

STATE OF TEXAS)
COUNTY OF Calhoun) ss.

On the 12 day of September in the year 2019, before me, the undersigned, personally appeared Joshua L. Martin and Jennifer Bohall-Martin, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Cynthia J. Alford
Notary Public

This instrument was drafted by:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

EXHIBIT A

Legal Description of the Land

Tax Parcel No.: 62.00-2-12

all that certain piece or parcel of land, situate, lying, and being in the Town of Lyme, Jefferson County, and State of New York, it being a part of lot No. 340 of the subdivision of great lot No. 4 of Macomb's purchase & is bounded as follows, viz: Beginning at the most S'yly corner of said lot No. 340 in the center of the highway & N. 35 & 1-2 deg. E. 3 chs. 23 2-3 lks. from a stone set in the division line between the Towns of Brownville & Lyme marked T. line; thence along the Morris tract line N. 53 deg. W. 38 chs. and 4 lks. to a stone marked I.C.; thence N. 39 1-2 deg. E. 20 chs. 36 1-2 lks. to a stone marked I.C.; thence N. 53 & 1-2 deg. W. 43 lks. to a stone marked I.C. in the S'yly line of 104 34-100 acres of land deeded to W. I. Blodget; thence N. 58 1-2 deg. E. 57 chs. & 50 lks. to a stone marked I.C. in the S'yly line of 100 acres of land deeded to Amos Shepard; thence S. 18 deg. E. 6 chs. & 25 lks. to a stone marked I.C. in the aforesaid town line; thence along said line S. 35 1-2 deg. W. 65 chs. & 80 lks. to the place of beginning, containing 177 39-100 acres of land, be the same more or less, as surveyed by S. W. Griswold, October 4th 1848.

Also all that tract or parcel of land situate in the Town of Lyme, County of Jefferson and State of New York, and bounded as follows: Beginning in the S. W'yly line of the Morris tract at a hub set in the center of the highway and nearly in front of said Knapp's dwelling house, running thence along the center of said highway S. 57 deg. W. 9 chs. and 21 lks. to an angle in said highway; thence continuing along said center S. 79 & 1-4 deg. W. 2 chs. & 25 lks to a point bearing south Forty Three deg. W. a few feet from the center of a large pine stump; thence N. 43 deg. E. 10 chs. & 40 lks. to a stone set in the aforesaid line of the Morris tract; thence along said line S. 52 & 1-4 deg. E. 3 chs. & 85 lks. to the place of beginning, containing 2 & 1-4 acres of land, be the same more or less, as surveyed by J. Woodworth, November nineteenth 1856.

HEREBY EXCEPTING AND RESERVING from the first parcel of land above described 19 33/100 of an acre of land conveyed by Charles M. Knapp and wife to William Dillenback by Warranty Deed dated March 26, 1868, and recorded in the Jefferson County Clerk's office June 15, 1869, in Liber 181 of Deeds at Page 79 and therein described as follows: all that tract or parcel of land, situate in the Town of Lyme aforesaid and bounded as follows, viz: Beginning at a point in the town line between the towns of Lyme and Brownville, a line stone set in the ground marked J.C. at the N. E'yly corner of the farm heretofore owned by John Clark and now owned and occupied by the party of the first part, it being also the N. W'yly corner of the farm of William O. Case of Brownville, and runs thence S. 38 deg. W. 19 chs. and 42 lks. along said town line; thence N. 18 1-2 deg. W. 16 chs. and 86 lks. to the Moore's tract line 16.86; thence along said line N. 71 1-2 deg. E. 16 chs. & 74 lks. 16.74 to the most N'yly corner of the said parties of the first part's farm as originally surveyed; thence S. 17 1-2 deg. E. 6 chs. & 25 lks. 6.25 to the place of beginning, containing 19 acres and 33-100 of an acre.

Being the same premises conveyed to Charles E. Cean and Inez Cean by Richard H. Mount and Eva Jean Mount by Warranty Deed dated March 24, 1965, and recorded in the Jefferson County Clerk's office March 24, 1965, in Liber 765 of Deeds at Page 118.

Intending hereby to describe and convey the same tract of parcel of land as were conveyed to Edwin S. Ketcham and Margaurite M. Ketcham, husband and wife, by Charles E. Cean and Inez Cean by deed dated June 10, 1965, and recorded June 10, 1965, in Jefferson County Clerk's office in Liber 768 of Deeds at Page 326.

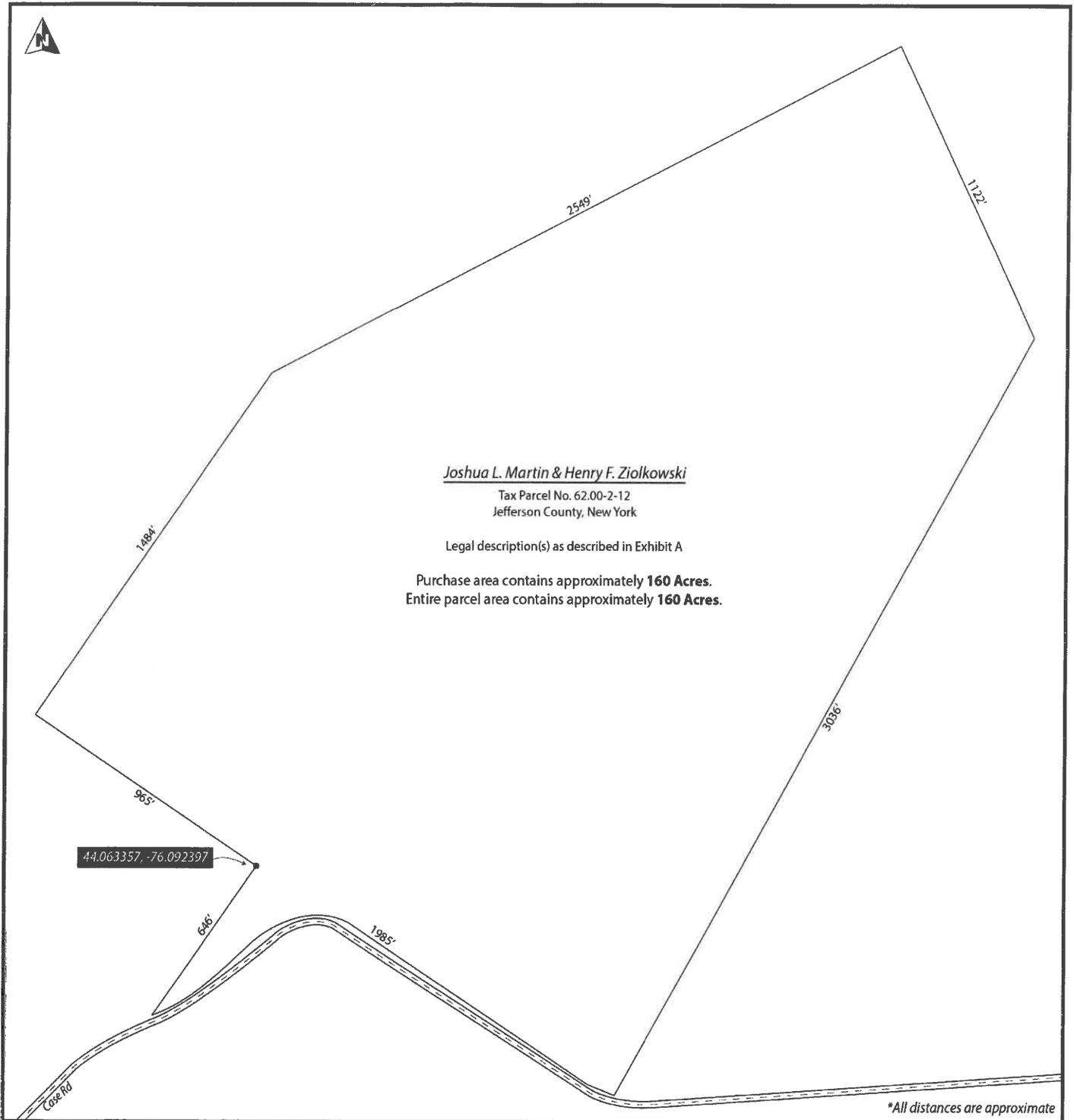
The words "party of the first part" and the words "parties of the first part's" appearing above in the paragraph commencing with the words "HEREBY EXCEPTING AND RESERVING" are copied verbatim from the said deed from Charles E. Cean and Inez Cean to Edwin S. Ketcham and Margaurite M. Ketcham (Liber 768 of Deeds at Page 326);

BEING the same premises conveyed by Edwin S. Ketcham and Margaurite M. Ketcham to Reginald J. Schweitzer and Diane L. Schweitzer by deed dated August 10, 1976 and recorded in the Jefferson County Clerk's Office on the same date in Liber 875 of Deeds at Page 48.

The parcel contains approximately 160.00 acres more or less.

EXHIBIT B

Site Plan Showing Location of the Property within the Land





JEFFERSON COUNTY - STATE OF NEW YORK
GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK
 175 ARSENAL STREET
 WATERTOWN, NEW YORK 13601

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



Recording:	
Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

INSTRUMENT #: 2019-00004080

Sub Total: 90.00

Receipt#: 2019009362
 Clerk: SWILLIAMS
 Rec Date: 04/01/2019 02:01:49 PM
 Doc Grp: DEE
 Descrip: MEMORANDUM OF AGREEMENT
 Num Pgs: 9
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Party1: MARTIN JOSHUA L
 Party2: MEMORANDUM
 Town: LYME

Total: 90.00
 **** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 2729
 Transfer Tax
 Consideration: 0.00

Total: 0.00

WARNING***

***Information may change during the verification process and may not be reflected on this page

Gizelle J. Meeks
 Jefferson County Clerk

Record and Return To:

GERONIMO
 7650 EDINBOROUGH WAY STE 725
 EDINA MN 55435 9863

Space above this line for recording purposes only

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT is made effective as of February 11, 2019, by and between Joshua L. Martin and Jennifer L. Bohall-Martin, husband and wife, whose address is: 15 S T-Head Drive, Seadrift, TX 77983 (“**Seller**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Buyer**”).

RECITALS

A. Seller is the fee owner of the parcel or parcels of land (the “**Land**”) located at 13741 Case Road in the Town/Village/City of Lyme, in the County of Jefferson, State of New York legally described in attached Exhibit A.

B. Seller and Buyer have entered into a purchase agreement dated February 11, 2019 (the “**Purchase Agreement**”), under which Seller has agreed to sell the Land to Buyer, as generally shown on attached Exhibit B (the “**Property**”).

C. The parties wish to record this instrument to give notice to third parties of the existence of the Purchase Agreement and the rights in the Property held by Buyer as the purchaser under the Purchase Agreement.

PROVISIONS

IN CONSIDERATION of the mutual covenants of the parties described herein, the execution of this Memorandum of Purchase Agreement by the parties and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Seller and Purchaser acknowledge that they have entered into the Purchase Agreement, pursuant to which Buyer has agreed to buy the Property from Seller and Seller has agreed to sell the Property to Buyer on or before February 11, 2024.

2. This Memorandum of Purchase Agreement has been executed and delivered by the parties for the purpose of recording and giving notice that a contractual relationship for the sale

of the Property has been created between the Seller and the Buyer in accordance with the terms, covenants and conditions of the Purchase Agreement.

3. The terms and conditions of the Purchase Agreement are incorporated by reference into this Memorandum of Purchase Agreement as if set forth fully herein at length.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Purchase Agreement to be duly executed as of the day and year first above written.

BUYER

Geronimo Solar Energy, LLC

SELLER

By: _____

Jeff Ringblom, Chief Financial Officer

Joshua L. Martin

Jennifer Bohall-Martin

STATE OF MINNESOTA

COUNTY OF Hennepin

On the 11 day of February in the year 2019 before me personally came Jeff Ringblom to me known, who, being by me duly sworn, did depose and say that he reside(s) in 7680 Edinburg Way, Cedar if the place of residence is in a city, include the street and street number, if any, thereof; that he is the Chief Financial Officer of Geronimo Solar Energy, LLC, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

[Signature]

Notary Public

Printed Name: Kyle Ostgard

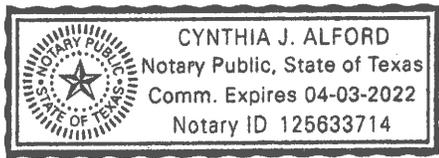
My Commission Expires:

1-31-23



STATE OF TEXAS)
COUNTY OF Calhoun) ss.

On the 4 day of February in the year 2019, before me, the undersigned, personally appeared Joshua L. Martin and Jennifer Bohall-Martin, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Cynthia J. Alford
Notary Public

This instrument was drafted by:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

EXHIBIT A

Legal Description of the Land

Tax Parcel No.: 62.00-2-13.22

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Lyme, County of Jefferson and State of New York, bounded and described as follows:

Beginning at a nail set in the centerline of Case Road, said point being 3613 feet, more or less, from the intersection of the centerline of Case Road and the centerline of Route 12E, said point also being at the intersection of the centerline of Case Road and the southwesterly boundary of a 42 acre parcel conveyed to Hochmuth by Neill and described in Book of Deeds 1093 on Page 159; thence North 50 degrees 13 minutes 53 seconds West along the southwesterly boundary mentioned above, a distance of 33.30 feet to an iron pipe found; thence continuing on the same bearing and along the lands of Neill (Bk 869 Pg 24 & 27) on the southwest, a distance of 310.10 feet to an iron pipe set; thence North 55 degrees 21 minutes 21 seconds East a distance of 269.41 feet to a point being the northern most corner of the lands of Hochmuth as described in Book of Deeds 1093 on Page 161; thence along the same bearing a distance of 134.47 feet to an iron pipe set; thence South 26 degrees 51 minutes 14 seconds East a distance of 300.00 feet to an iron pipe set; thence continuing along the same bearing a distance of 30.04 feet to a nail set in the centerline of Case Road; thence along the centerline of the highway, South 54 degrees 01 minutes 52 seconds West a distance of 20.97 feet; thence along the centerline of the highway, South 54 degrees 17 minutes 00 seconds West a distance of 179.17 feet; thence along the centerline of the highway, South 55 degrees 42 minutes 09 seconds West a distance of 66.76 feet to the point and place of beginning.

Contains 2.5 acres of land.

ALSO:

ALL that tract or parcel of land situate in the Town of Lyme, County of Jefferson, State of New York, and being a part of Subdivision Lot 358 and being further described as follows:

BEGINNING at a point in the centerline of Case Road, said point being located northeasterly along the centerline of Case Road a distance of 3,613.0 feet from the intersection of the centerline of Case Road with the centerline of the New York State Route 12E;

THENCE, from said point of beginning N.50°-13'-53"W. passing through an iron pipe set at a distance of 25.70 feet continuing a total distance of 1,090.04 feet to an iron pipe set;

THENCE, N. 39°-46'-07"E. a distance of 1,417.95 feet to an iron pipe set;

THENCE, S.50°-13'-53"E. a distance of 1,418.84 feet to an iron pipe set;

THENCE, S.44°-19'-25"W. passing through an iron pipe set at a distance of 628.57 feet and continuing a total distance of 672.65 feet to a point in the centerline of Case Road;

THENCE, generally southwesterly along the centerline of Case Road a distance of 807.2 feet to the point of beginning.

CONTAINING 42.000 acres of land, more or less.

EXCEPTING and RESERVING the rights of the public in Case Road.

SUBJECT to any rights or restrictions of record.

IT BEING the intent to describe a portion of the land conveyed by Earl C. Belsey & Helen Belsey to Robert Neill & Louise M. Neill by deed recorded in the Jefferson County Clerk's Office in Liber 869 at Page 27 on November 3, 1975.

EXCEPTING AND RESERVING THEREFROM:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Lyme, County of Jefferson and State of New York, bounded and described as follows:

Beginning at a nail set in the centerline of Case Road, said point being 3613 feet, more or less, from the intersection of the centerline of Case Road and the centerline of Route 12E, said point also being at the intersection of the centerline of Case Road and the southwesterly boundary of a 42 acre parcel conveyed to Hochmuth by Neill and described in Book of Deeds 1093 on Page 159; thence North 50 degrees 13 minutes 53 seconds West along the southwesterly boundary mentioned above, a distance of 33.30 feet to an iron pipe found; thence continuing on the same bearing and along the lands of Neill (BK #69 Pg 24 & 27) on the southwest, a distance of 310.10 feet to an iron pipe set; thence North 55 degrees 24 minutes 21 seconds East a distance of 269.41 feet to a point being the northern most corner of the lands of Hochmuth as described in Book of Deeds 1093 on Page 161;

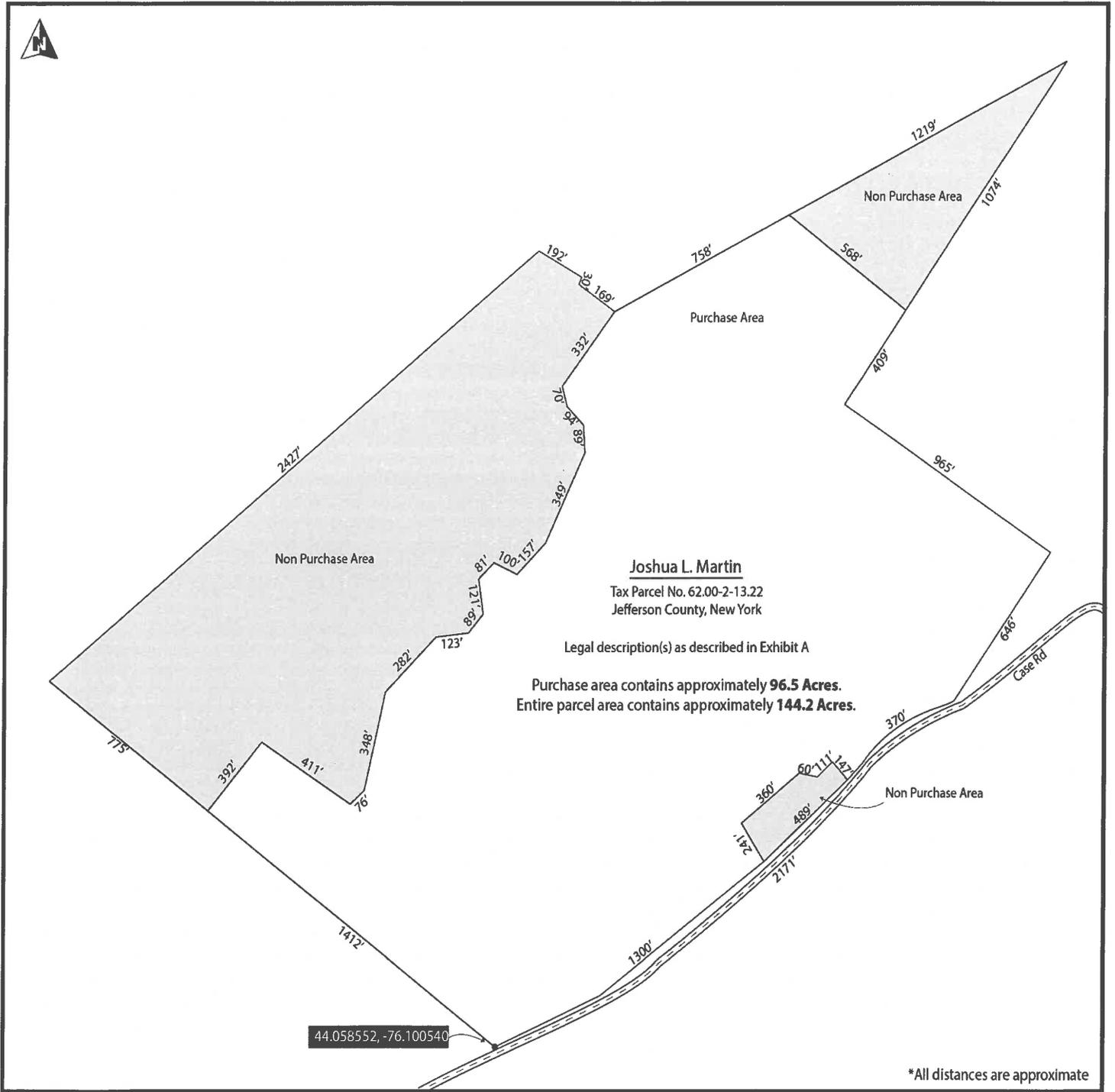
thence along the same bearing a distance of 134.47 feet to an iron pipe set; thence South 26 degrees 31 minutes 14 seconds East a distance of 300.00 feet to an iron pipe set; thence continuing along the same bearing a distance of 30.04 feet to a nail set in the centerline of Case Road; thence along the centerline of the highway, South 54 degrees 01 minutes 52 seconds West a distance of 20.97 feet; thence along the centerline of the highway, South 54 degrees 17 minutes 00 seconds West a distance of 179.17 feet; thence along the centerline of the highway, South 55 degrees 42 minutes 09 seconds West a distance of 66.76 feet to the point and place of beginning.

Containing 2.5 acres of land.

The parcel contains approximately 144.20 acres more or less.

EXHIBIT B

Site Plan Showing Location of the Property within the Land





JEFFERSON COUNTY - STATE OF NEW YORK
GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK
175 ARSENAL STREET
WATERTOWN, NEW YORK 13601

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



INSTRUMENT #: 2020-00005539

Receipt#: 2020007474
Clerk: LV
Rec Date: 05/21/2020 09:37:26 AM
Doc Grp: DEE
Descrip: MEMORANDUM OF LEASE
Num Pgs: 9
Rec'd Frm: GERONIMO ENERGY, LLC

Party1: MOUNTAIN RIVER VIEW PROPERTIES LLC
Party2: RIVERSIDE SOLAR LLC
Town: VARIOUS LYME BROWNVILLE

Recording:

Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Cross References	0.50
TP584	5.00

Sub Total: 90.50

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 90.50
****** NOTICE: THIS IS NOT A BILL ******

******* Transfer Tax *******
Transfer Tax #: 3011
Exempt
Consideration: 0.00

Total: 0.00

WARNING***

***Information may change during the verification process and may not be reflected on this page

Record and Return To:

GERONIMO ENERGY, LLC
7650 EDINBOROUGH WAY STE 725
EDINA, MN 55435

Gizelle J. Meeks
 Jefferson County Clerk

DRAFTED BY AND UPON RECORDING RETURN TO:
RIVERSIDE SOLAR, LLC
c/o GERONIMO ENERGY, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437

AMENDMENT TO LAND LEASE AND SOLAR EASEMENT

THIS AMENDMENT TO LAND LEASE AND SOLAR EASEMENT (this "**Amendment**") is made and entered into as April 13 2020 (the "**Effective Date**"), by and between Mountain River View Properties, LLC, a/k/a Mountain Riverview Properties, LLC, a New York limited liability company whose address is: 3052 Huff Road, Cape Vincent, New York 13618 ("**Lessor**"), and Riverside Solar, a Delaware limited liability company, as successor in interest to Geronimo Solar Energy, LLC, a Delaware limited liability company, whose address is: 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437 ("**Lessee**").

RECITALS

A. Lessee and Lessor are parties to that certain Land Lease and Solar Easement dated April 15, 2019 ("**Agreement**") relating to certain real property in Jefferson County, New York (the "**Property**" as more fully described in the Lease), a memorandum of which was filed on June 28, 2019 as Instrument No. 2019-00010207, as assigned by that certain Assignment and Assumption of Real Property Interests dated January 8, 2020, recorded March 4, 2020 as Document No. 2020-00002715. Capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

B. The parties desire to amend the Lease as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Lessor and Lessee agree as follows:

1. The Recitals set forth above is true and correct in all material respects and incorporated herein by reference.

2. Lessor shall have the right to clear marketable timber located on the Premises prior to the Construction Period Notice Date, provided that such removal does not materially or adversely interfere with Lessee's development of the Premises. From and after the Construction Period, Lessee

shall have the exclusive right to clear the timber located on the Premises and Lessee shall pay to Lessor any monetary profits realized from such marketable timber in such amounts as established using standard timber indexing for the area at such time as the timber is removed, after deducting all reasonable costs and expenses incurred by Lessee, including but not limited to, timber brokerage fees. All unsold merchantable timber shall be left roadside and piled for sale with all proceeds going to Lessor.

3. The "Site Plan" referred to in Section 1.1 (a) and attached as Exhibit A-1 of the Lease is hereby deleted in its entirety and replaced with the Site Plan on Exhibit A-1 attached hereto. From and after the Effective Date hereof, all references to the "Site Plan" in the Lease shall refer to the Site Plan attached hereto, and all references to the "Premises" in the Lease shall refer to the Premises as identified in the attached Site Plan.
4. Section 1.1 is hereby amended by adding the following:

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any. Notwithstanding the foregoing, in the event that Lessee constructs any Solar Facilities on the Premises, in no event shall the Premises consist of less than 132.00 acres.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

LESSOR:

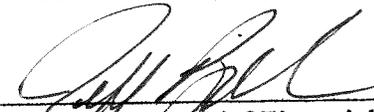
Mountain River View Properties, LLC



Terence Falzano, Sole Owner Managing Member

LESSEE:

RIVERSIDE SOLAR, LLC

By: 

Jeff Ringblom, Chief Financial Officer

STATE OF NEW YORK

COUNTY OF Jefferson

On the 3rd day of April 2020 in the year 2020 before me personally came Terence Falzano, to me known, who, being by me duly sworn, did depose and say that he reside(s) in 3052 Huff Road (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she is the Sole Owner Managing Member of Mountain River View Properties, LLC, a/k/a Mountain Riverview Properties, LLC, a New York limited liability company, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Christen A. LaFlamme

Notary Public

Printed Name: Christen A. LaFlamme

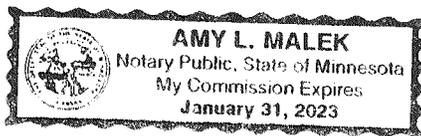
My Commission Expires:

12/26/23

Christen A. LaFlamme
Notary Public, State of New York
No. 01LA6368961
Qualified in Jefferson County
My Commission Expires December 26, 2023

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On the 13th day of April in the year 2020, before me, the undersigned, personally appeared Jeff Ringblom, the Chief Financial Officer of Riverside Solar, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Amy L. Malek
Notary Public

EXHIBIT A
DESCRIPTION OF PROPERTY

Tax Parcel No(s): 62.00-2-11 and 62.00-1-61.1

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lyme, Jefferson County, New York, known as Tax Parcel Number 62.00-2-11, located south of Morris Tract Road, Town Line and containing 2.10 acres of land.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brownville, County of Jefferson and State of New York, known and described as follows: Beginning at the most southerly corner of Lot No. 340, of the subdivision of Great Lot No. 4, Macomb's Purchase, at a stone set in the center of the highway and in the line between Brownville and Lyme, and running thence along said town line N. 37 1/4 degrees E. 65 chs. 64 lks. to a stone set in the south line of L. Collins land; thence along said last mentioned line S. 18 degrees E. 22 chs. 52 lks. to a post in the north line of 81 A. deeded to Phillip Beasom by A. Copley and wife; thence along said line N. 75 degrees W. 14 chs. to a post at the most northerly corner of said 81 A.; thence along the northerly line of same S. 15 degrees W. 36 chs. 95 lks. to the center of the aforesaid highway; thence along same N. 87 1/2 degrees W. 23 chs. 20 lks. to the place of beginning, containing 72.98 A. of land, be the same more or less, as surveyed by J. Woodworth October 27, 1844.

ALSO CONVEYING ALL THAT TRACT OR PARCEL OF LAND situate in said Town of Brownville aforesaid, bounded and described as follows, viz: Beginning in the center of the highway at the southwest corner of 30.40 A. contracted to L. Rogers a blue beach sapling corner on three sides 15 chs. westerly from the intersection of the highway at the southwest corner of Thos. Prin's lot; thence running N. 10 degrees 40 minutes E. along the line of said L. Rogers land and along the line of Cyrus Allen's land 31 chs. 80 lks. to the southeast corner of 52.34 A. of land deeded to Ginis Vandemeer; thence N. 75 degrees West along the bounds of said Vandemeer's land and lands deeded to L. Poolman 22 chs. 50 lks. to a corner of said Poolman's land; thence S. 15 degrees W. along said Poolman's land 37 chs. 8 lks. to the center of the aforesaid highway; thence S. 87 degrees E. along the center of the highway 25 chs. 65 lks. to the place of beginning, supposed to contain 81 A. of land, more or less, as surveyed by Joel Woodworth, and being part of subdivision of Nos. 453 and 454 of Great Lot No. 4 of Macomb's Purchase, and being the same lot deeded by Alexander Copley and wife to Phillip Beasem November 4, 1836.

ALSO CONVEYING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brownville, County of Jefferson and State of New York, bounded and described as follows: Beginning at a post to the most northerly corner of 57.32 A. formerly contracted to S. A. Shaver and since deeded to J. Poolman; thence along the southeasterly line of same S. 18 degrees E. 28 chs. 75 lks. to a post in the northerly line of 81 A. contracted to J. Besom; thence along said line S. 75 degrees E. 11 chs. to a post in the westerly line of Cyrus Allen's land; thence along said Allen's land and Charles Scott's 90.37 A. N. 10 degrees 40 minutes E. 38 chs. 90 lks. to a maple sapling at the northwest corner of 33.74 A. surveyed for R. Caulkins and in the southerly line of small lots Nos. 9 and 10 marked on a map to Barney William Stratton and Amos Shepard S. 70 degrees W. 25 chs. 46 lks. to the place of beginning, containing 52.34 A. of land, more or less, as surveyed by Joel Woodworth, and being part of Subdivision lot No. 454 and 339 of Great Lot No. 4, Macomb's Purchase.

EXCEPTING AND RESERVING from the last described premises 10 A. of land deeded by Charles Rundell and wife to Isaac E. Atwood bounded and described as follows: Beginning at an ironwood post set for the southwest corner of 100 A. of land formerly deeded to Edwin Shepard and running thence N. 70 degrees E. on the south line of said 100 A. 20 chs. 90 lks. to a small maple stump in the west line of John M. Mounts survey; thence S. 10 degrees west 6 chs. 4 lks. to an ironwood post set in the west line of N. V. Weaver's survey; thence S. 70 degrees W. 17 chs. 90 lks. to an ironwood post set for the corner of William Dillenbeck's survey; thence N. 18 ½ degrees W. on his easterly line 5 chs. 20 lks. to the place of beginning.

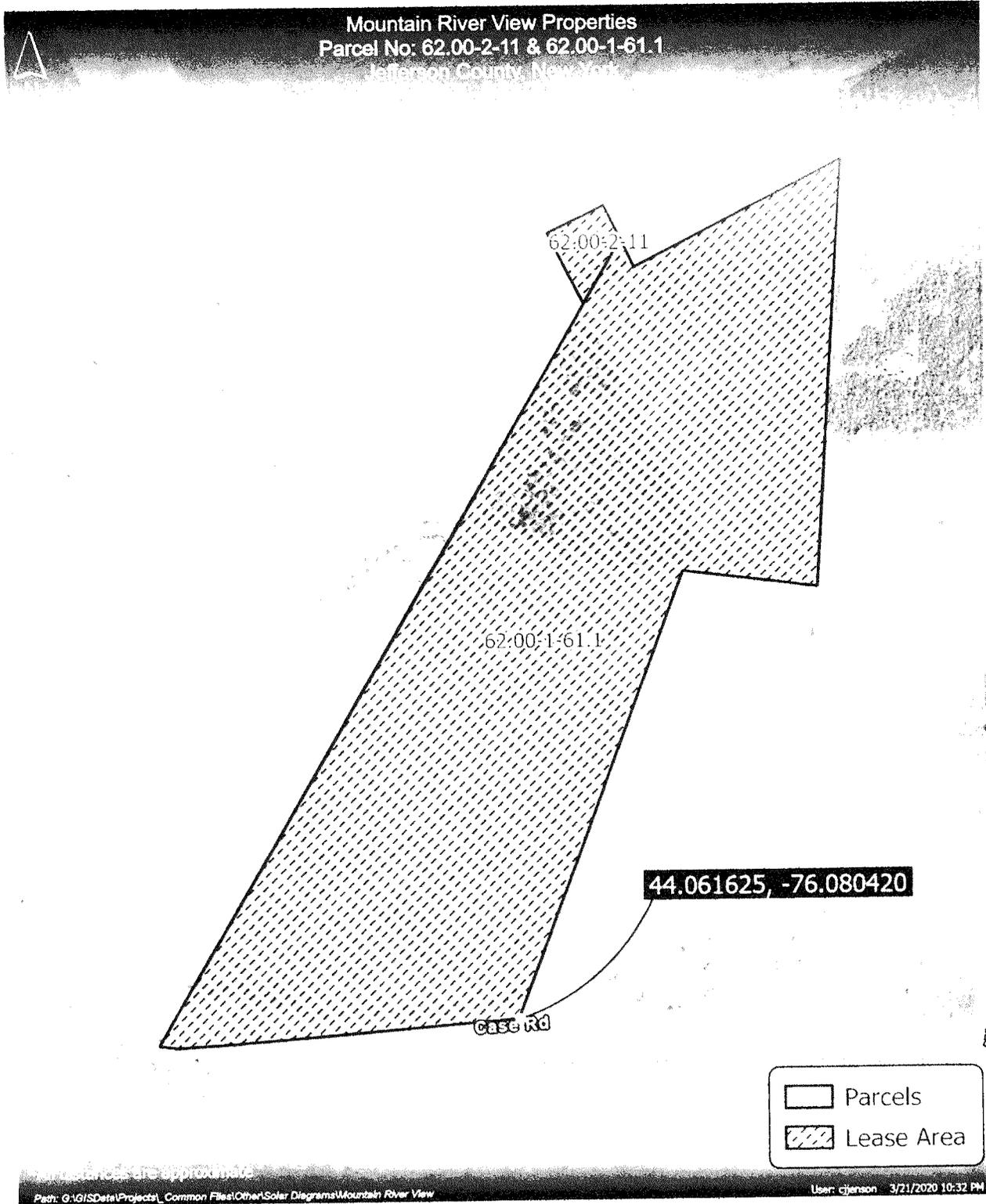
EXCEPTING AND RESERVING THEREFROM, all that tract or parcel of land situate in the Town of Lyme, County of Jefferson and State of New York, more particularly described in a Referee's Deed from Paul W. Brown, Esq., Referee, to Olga Yaromich, Galina Yaromich and Pavel Yaromich, dated June 11, 1991, and recorded in the Jefferson County Clerk's Office on June 12, 1991, in Liber 1266 of Deeds, at Page 21.

ALSO EXCEPTING AND RESERVING THEREFROM, all that tract or parcel of land situate in the Town of Brownville, County of Jefferson and State of New York, more particularly described in a Warranty Deed from Reginald Schweitzer and Diane Schweitzer to Pavel Yaromich and Olga Yaromich, dated February 1, 2001, and recorded in the Jefferson County Clerk's Office on February 5, 2001, in Liber 1776 of Deeds, at Page 261.

BEING a portion of the same premises conveyed from Key Bank of Northern New York, N.A., to Reginald Schweitzer and Diane Schweitzer, by Warranty Deed dated December 1, 1986, and recorded in the Jefferson County Clerk's Office on December 1, 1986, in Liber 1049 of Deeds, at Page 346.

The parcels contain approximately 146.10 acres more or less.

**EXHIBIT A-1
SITE PLAN**





JEFFERSON COUNTY - STATE OF NEW YORK
 GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK
 175 ARSENAL STREET
 WATERTOWN, NEW YORK 13601

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



Recording:

Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 90.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 90.00

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

***** Transfer Tax *****
 Transfer Tax #: 3693
 Transfer Tax
 Consideration: 0.00

Total: 0.00

INSTRUMENT #: 2019-00010207

Receipt#: 2019019266
 Clerk: VP
 Rec Date: 06/28/2019 11:24:14 AM
 Doc Grp: DEE
 Descrip: MEMORANDUM OF LEASE
 Num Pgs: 9
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC

Party1: MOUNTAIN RIVER VIEW PROPERTIES LLC
 Party2: MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT
 Town: LYME
 BROWNVILLE
 VARIOUS

WARNING***

***Information may change during the verification process and may not be reflected on this page

Gizelle J. Meeks
 Jefferson County Clerk

Record and Return To:

GERONIMO WIND ENERGY
 7650 RDINBOROUGH WAT STE 725
 EDINA MN 55435 9863

Drafted by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 15 day of April, 2019 by and between Mountain River View Properties, LLC, a/k/a Mountain Riverview Properties, LLC, a New York limited liability company (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Jefferson, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated April 15, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 14 day of April, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended

Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated April 15, 2019 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit

of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

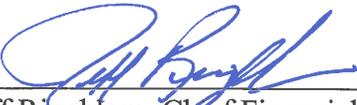
6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

The remainder of this page is intentionally blank.

LESSEE SIGNATURE PAGE

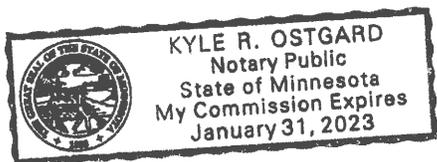
LESSEE

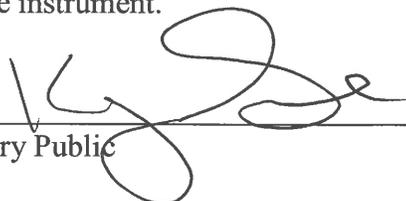
Geronimo Solar Energy, LLC

By: 
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

On the 15 day of April in the year 2019, before me, the undersigned, personally appeared Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.




Notary Public

LESSOR SIGNATURE PAGE

Mountain River View Properties, LLC

By: _____

Name: Terence Falzano

Its: Sole Owner Managing Member

By: _____

Name: _____

Its: _____

STATE OF NEW YORK

COUNTY OF Jefferson

On the 28 day of March in the year 2019 before me personally came Terence Falzano to me known, who, being by me duly sworn, did depose and say that he reside(s) in Cape Vincent (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she is the Sole Owner Managing Member of Mountain River View Properties, LLC, a/k/a Mountain Riverview Properties, LLC, a New York limited liability company, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

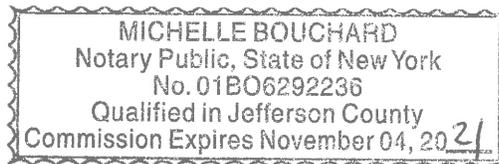
Michelle Bouchard

Notary Public

Printed Name: Michelle Bouchard

My Commission Expires:

Nov. 4, 2021



**SCHEDULE A
TO MEMORANDUM**

DESCRIPTION OF PROPERTY

Tax Parcel No(s): 62.00-2-11 and 62.00-1-61.1

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lyme, Jefferson County, New York, known as Tax Parcel Number 62.00-2-11, located south of Morris Tract Road, Town Line and containing 2.10 acres of land.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brownville, County of Jefferson and State of New York, known and described as follows: Beginning at the most southerly corner of Lot No. 340, of the subdivision of Great Lot No. 4, Macomb's Purchase, at a stone set in the center of the highway and in the line between Brownville and Lyme, and running thence along said town line N. 37 1/4 degrees E. 65 chs. 64 lks. to a stone set in the south line of L. Collins land; thence along said last mentioned line S. 18 degrees E. 22 chs. 52 lks. to a post in the north line of 81 A. deeded to Phillip Beasom by A. Copley and wife; thence along said line N. 75 degrees W. 14 chs. to a post at the most northerly corner of said 81 A.; thence along the northerly line of same S. 15 degrees W. 36 chs. 95 lks. to the center of the aforesaid highway; thence along same N. 87 1/2 degrees W. 23 chs. 20 lks. to the place of beginning, containing 72.98 A. of land, be the same more or less, as surveyed by J. Woodworth October 27, 1844.

ALSO CONVEYING ALL THAT TRACT OR PARCEL OF LAND situate in said Town of Brownville aforesaid, bounded and described as follows, viz: Beginning in the center of the highway at the southwest corner of 30.40 A. contracted to L. Rogers a blue beach sapling corner on three sides 15 chs. westerly from the intersection of the highway at the southwest corner of Thos. Prin's lot; thence running N. 10 degrees 40 minutes E. along the line of said L. Rogers land and along the line of Cyrus Allen's land 31 chs. 80 lks. to the southeast corner of 52.34 A. of land deeded to Ginis Vandemeer; thence N. 75 degrees West along the bounds of said Vandemeer's land and lands deeded to L. Poolman 22 chs. 50 lks. to a corner of said Poolman's land; thence S. 15 degrees W. along said Poolman's land 37 chs. 8 lks. to the center of the aforesaid highway; thence S. 87 degrees E. along the center of the highway 25 chs. 65 lks. to the place of beginning, supposed to contain 81 A. of land, more or less, as surveyed by Joel Woodworth, and being part of subdivision of Nos. 453 and 454 of Great Lot No. 4 of Macomb's Purchase, and being the same lot deeded by Alexander Copley and wife to Phillip Beasem November 4, 1836.

ALSO CONVEYING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brownville, County of Jefferson and State of New York, bounded and described as follows: Beginning at a post to the most northerly corner of 57.32 A. formerly contracted to S. A. Shaver and since deeded to J. Poolman; thence along the southeasterly line of same S. 18 degrees E. 28 chs. 75 lks. to a post in the northerly line of 81 A. contracted to J. Besom; thence along said line S.

75 degrees E. 11 chs. to a post in the westerly line of Cyrus Allen's land; thence along said Allen's land and Charles Scott's 90.37 A. N. 10 degrees 40 minutes E. 38 chs. 90 lks. to a maple sapling at the northwest corner of 33.74 A. surveyed for R. Caulkins and in the southerly line of small lots Nos. 9 and 10 marked on a map to Barney William Stratton and Amos Shepard S. 70 degrees W. 25 chs. 46 lks. to the place of beginning, containing 52.34 A. of land, more or less, as surveyed by Joel Woodworth, and being part of Subdivision lot No. 454 and 339 of Great Lot No. 4, Macomb's Purchase.

EXCEPTING AND RESERVING from the last described premises 10 A. of land deeded by Charles Rundell and wife to Isaac E. Atwood bounded and described as follows: Beginning at an ironwood post set for the southwest corner of 100 A. of land formerly deeded to Edwin Shepard and running thence N. 70 degrees E. on the south line of said 100 A. 20 chs. 90 lks. to a small maple stump in the west line of John M. Mounts survey; thence S. 10 degrees west 6 chs. 4 lks. to an ironwood post set in the west line of N. V. Weaver's survey; thence S. 70 degrees W. 17 chs. 90 lks. to an ironwood post set for the corner of William Dillenbeck's survey; thence N. 18 ½ degrees W. on his easterly line 5 chs. 20 lks. to the place of beginning.

EXCEPTING AND RESERVING THEREFROM, all that tract or parcel of land situate in the Town of Lyme, County of Jefferson and State of New York, more particularly described in a Referee's Deed from Paul W. Brown, Esq., Referee, to Olga Yaromich, Galina Yaromich and Pavel Yaromich, dated June 11, 1991, and recorded in the Jefferson County Clerk's Office on June 12, 1991, in Liber 1266 of Deeds, at Page 21.

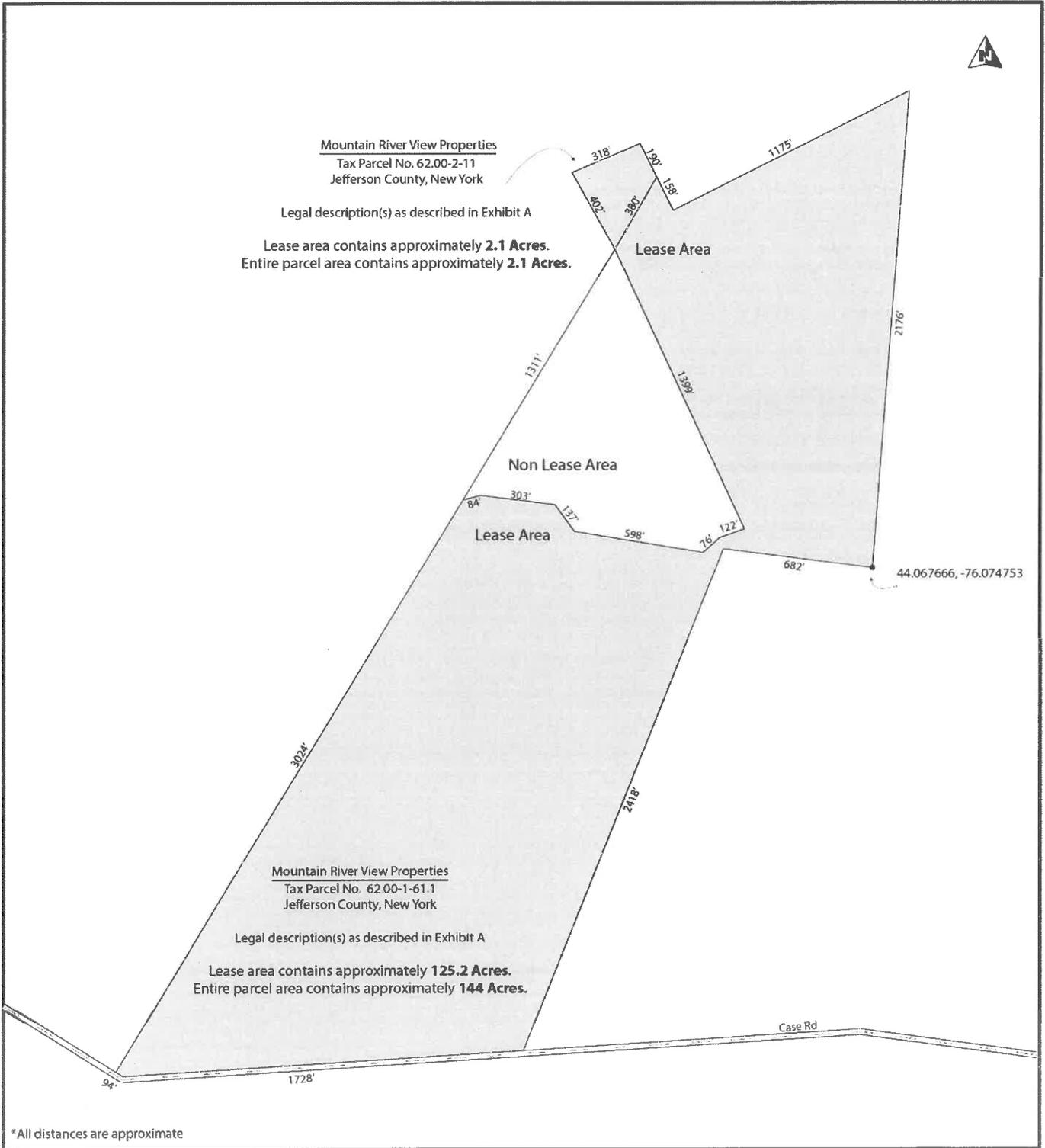
ALSO EXCEPTING AND RESERVING THEREFROM, all that tract or parcel of land situate in the Town of Brownville, County of Jefferson and State of New York, more particularly described in a Warranty Deed from Reginald Schweitzer and Diane Schweitzer to Pavel Yaromich and Olga Yaromich, dated February 1, 2001, and recorded in the Jefferson County Clerk's Office on February 5, 2001, in Liber 1776 of Deeds, at Page 261.

BEING a portion of the same premises conveyed from Key Bank of Northern New York, N.A., to Reginald Schweitzer and Diane Schweitzer, by Warranty Deed dated December 1, 1986, and recorded in the Jefferson County Clerk's Office on December 1, 1986, in Liber 1049 of Deeds, at Page 346.

The parcels contain approximately 146.10 acres more or less.

**SCHEDULE A-1
TO MEMORANDUM**

SITE PLAN





JEFFERSON COUNTY - STATE OF NEW YORK
 GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK
 175 ARSENAL STREET
 WATERTOWN, NEW YORK 13601

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



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 #: 3700
 Transfer Tax
 Consideration: 0.00

Total: 0.00

INSTRUMENT #: 2019-00010218

Receipt#: 2019019287
 Clerk: VP
 Rec Date: 06/28/2019 12:00:58 PM
 Doc Grp: DEE
 Descrip: MEMORANDUM OF LEASE
 Num Pgs: 8
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC

Party1: JONES GEORGE E III
 Party2: GERONIMO SOLAR ENERGY LLC
 Town: LYME

WARNING***

***Information may change during the verification process and may not be reflected on this page

Gizelle J. Meeks
 Jefferson County Clerk

Record and Return To:

GERONIMO WIND ENERGY
 7650 EDINBOROUGH WAY STE 725
 EDINA MN 55435 9863

Drafted by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 15 day of April, 2019 by and between George E. Jones III, a single person (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Jefferson, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated April 15, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 14 day of April, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from

Lessee of Lessee's election to extend the term of the Lease Agreement for the Extended Term ("**Extended Term Notice Date**"). The Extended Term of the Lease Agreement ("**Extended Term**") is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated April 15, 2019 (the "**Effective Date**") to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer

under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

The remainder of this page is intentionally blank.

LESSOR SIGNATURE PAGE


George E. Jones III

STATE OF NEW YORK)
COUNTY OF Jefferson)-ss.

On the 9th day of April in the year 2019, before me, the undersigned, personally appeared George E. Jones III a single person, personally known to
(Insert name of spouse, if any, and marital status)

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


Notary Public

KAREN E. FITZGERALD
Notary Public, State of New York
Qual. in Jefferson Co. No. 01F15059494
Commission Expires April 29, 2022

**SCHEDULE A
TO MEMORANDUM**

DESCRIPTION OF PROPERTY

Tax Parcel No.: 62.00-2-36.4

ALL THAT TRACT OR PARCEL OF LAND located in the Town of Lyme, Jefferson County, New York, being the same premises conveyed by quit claim deed dated September 13, 1977 from Robert H. Lang to Lois E. Lang and recorded August 31, 1978 in the Jefferson County Clerk's Office in Book 893 of Deeds, Page 480.

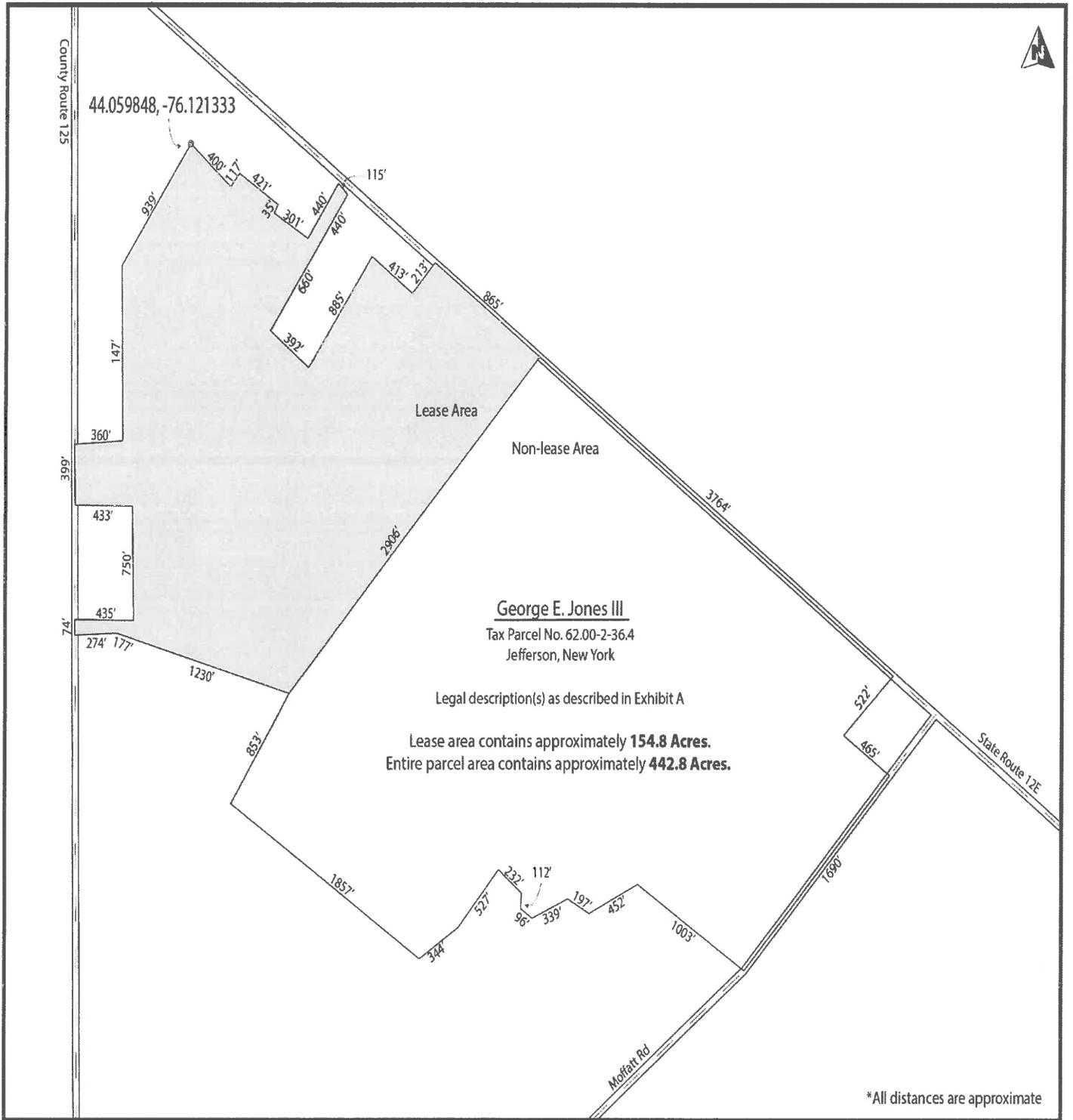
ALSO ALL THAT TRACT OR PARCEL OF LAND located in the Town of Lyme, Jefferson County, New York, being the same premises conveyed by warranty deed dated June 4, 1985 from Robert C. Harer to Lois Lang and recorded in said Clerk's Office June 4, 1985 in Liber 981 of Deeds, Page 122.

EXCEPTING AND RESERVING all matters of record.

The parcel contains approximately 442.80 acres more or less.

**SCHEDULE A-1
TO MEMORANDUM**

SITE PLAN





JEFFERSON COUNTY - STATE OF NEW YORK
 GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK
 175 ARSENAL STREET
 WATERTOWN, NEW YORK 13601

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 95.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 95.00

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

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

Transfer Tax #: 1841

Exempt

Consideration: 0.00

Total: 0.00

INSTRUMENT #: 2019-00020404

Receipt#: 2019034352

Clerk: SWILLIAMS

Rec Date: 12/24/2019 12:20:24 PM

Doc Grp: DEE

Descrip: MEMORANDUM OF LEASE

Num Pgs: 10

Rec'd Frm: GERONIMO ENERGY HOLDINGS

Party1: GOUTREMOUT ROSALYN

Party2: GERONIMO SOLAR ENERGY LLC

Town: BROWNVILLE

Record and Return To:

GERONIMO
 7650 EDINBOROUGH WAY
 STE 725
 EDINA MN 55435 9863

WARNING***

***Information may change during the verification process and may not be reflected on this page

Gizelle J Meeks

Gizelle J. Meeks
 Jefferson County Clerk

Drafted by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 11 day of November, 2019 by and between Rosalyn Goutremout a single person, whose address is: 20003 (Insert name of spouse, if any, and marital status) 25899 Moffatt Road, Dexter, NY 13634; and Lynn Goutremout a single person, whose address is: 12801 (Insert name of spouse, if any, and marital status) Route 12E, Chaumont, NY 13622 (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Jefferson, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated November 11, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 10 day of November, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the

Construction Period ("**Construction Period Notice Date**"). The Construction Period of the Lease Agreement ("**Construction Period**") is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation ("**Commercial Operation Date**"); or (ii) date when Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease Agreement for the Extended Term ("**Extended Term Notice Date**"). The Extended Term of the Lease Agreement ("**Extended Term**") is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated November 11, 2019 (the "**Effective Date**") to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its

interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

The remainder of this page is intentionally blank.

LESSOR SIGNATURE PAGE

Rosalyn Goutremout
Rosalyn Goutremout

X
Lynn Goutremout
Lynn Goutremout

X

STATE OF NEW YORK)
) ss.
COUNTY OF Jefferson)

On the 31st day of October in the year 2019, before me, the undersigned, personally appeared Rosalyn Goutremout a single person, personally known to me or
(Insert name of spouse, if any, and marital status)

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

Deborah A Marconi
Notary Public

DEBORAH A MARCONI
Notary Public, State of New York
Registration No. 01MA6379625
Qualified in Jefferson County
My Commission Expires August 20, 2022

STATE OF NEW YORK)
) ss.
COUNTY OF Jefferson)

On the 31st day of October in the year 2019, before me, the undersigned, personally appeared Lynn Goutremout, personally known to me or a single person,
(Insert name of spouse, if any, and marital status)

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

Deborah A Marconi
Notary Public

DEBORAH A MARCONI
Notary Public, State of New York
Registration No. 01MA6379625
Qualified in Jefferson County
My Commission Expires August 20, 2022

SCHEDULE A
TO MEMORANDUM
DESCRIPTION OF PROPERTY

Tax Parcel No.: 62.00-1-62.1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Brownville, Jefferson County, New York, and a part of lot No. 454 of Great Lot No. 4 of Maccomb's Purchase beginning in the center of the highway at the northwest corner of the Thomas Prior estate and running thence along the center of said highway South 19 degrees West, 2.46 chains to the northeast corner of land now or formerly owned by C. M. Case; thence north 70 3/4 degrees West 16.92 chains along the northerly margin of said Case's land to a post in the easterly margin of land now or formerly owned by the Case brothers; thence along said easterly line and easterly line of land now or formerly owned by Jacob Dillenbeck, North 14 1/2 degrees East, 23.53 chains to a stake, the southwest corner of land now or formerly owned by Weaver brothers; thence along the Weaver brothers southerly line South 81 degrees East, 57.75 chains to a post, the southwest corner of land now or formerly owned by Eli Witt; thence South 2 degrees East, 7.93 chains to an oak stake, the northerly corner of land now or formerly owned by John N. Pryor; thence along Pryor's westerly line 46 1/4 degrees West, 27.45 chains to the northerly line of Thomas Pryor estate; thence along said northerly line North 70 1/4 degrees West, 28.39 chains to the place of beginning, containing 145 70/100 acres as surveyed by George A. Fairbanks, June 17th, 1896.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND situate in said Brownville and a part of Lots Nos. 454 & 465 of Great Lot No. 4, Maccomb's Purchase, beginning at a post, the northeasterly corner of 145 70/100 acres being also the southwesterly corner of land now or formerly owned by Eli Witt and running thence along the southerly line of said Witt's land South 83 degrees East, 16.72 1/2 chains to an oak stake in the westerly line of land now or formerly owned by Clark Emerson; thence along said westerly line south 6 3/4 degrees West, 7.15 chains to an ironwood stake, the northeast corner of land now or formerly

owned by Henry Smith; thence along the northerly line of said Smith's land North 85 1/2 degrees West, 15.44 chains to an oak stake, the most easterly corner of said 145 70/100; thence North 2 degrees West, 7.93 chains to the place of beginning, containing 12 7/100 acres as surveyed by George A. Fairbanks June 17th, 1896.

Being the same premises conveyed by Elmer L. Haas and Iva B. Haas to John F. George by deed dated April 28th, 1923, and recorded in Jefferson County Clerk's Office in Liber 371 of Deeds at page 137.

BEING THE SAME PREMISES conveyed to Donald G. Goutremout and Anna G. Goutremout by deed from Kathryn Thruston, Administrator of the Estate of John F. George, dated July 20, 1955 and recorded in the Jefferson County Clerk's Office in Liber 618, Page 50.

Anna G. Goutremout died January 2, 1999 in Jefferson County, New York.

EXCEPTING AND RESERVING THEREFROM the following described parcel:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brownville, County of Jefferson, State of New York and more particularly bounded and described as follows:

BEGINNING at a point in the centerline of Weaver (49.5 R.O.W.) Road, said point being North 15 degrees East a distance of 1425.00 feet along said centerline from the centerline of Case Road; thence continuing along the centerline of Weaver Road North 15 degrees East a distance of 297.75 feet to a point; thence South 75 degrees East a distance of 438.98 feet to an iron pipe; thence North 75 degrees West a distance of 438.98 feet to the point of beginning.

CONTAINING 3.00± Acres.

SUBJECT to any easements, right-of-ways, agreements, etc. of record.

BEING a part of the same premises conveyed by Kathryn Thruston to Donald G. Goutremout and Anna G. Goutremout and recorded in the Jefferson County Clerk's Office in Liber 618 of Deeds at Page 50, July 21, 1955.

The above description was prepared by KREHBIEL ASSOCIATES, INC., John R. Ennis, Licensed Land Surveyor, L.S. No. 39825 from his survey map dated September 27, 1988.

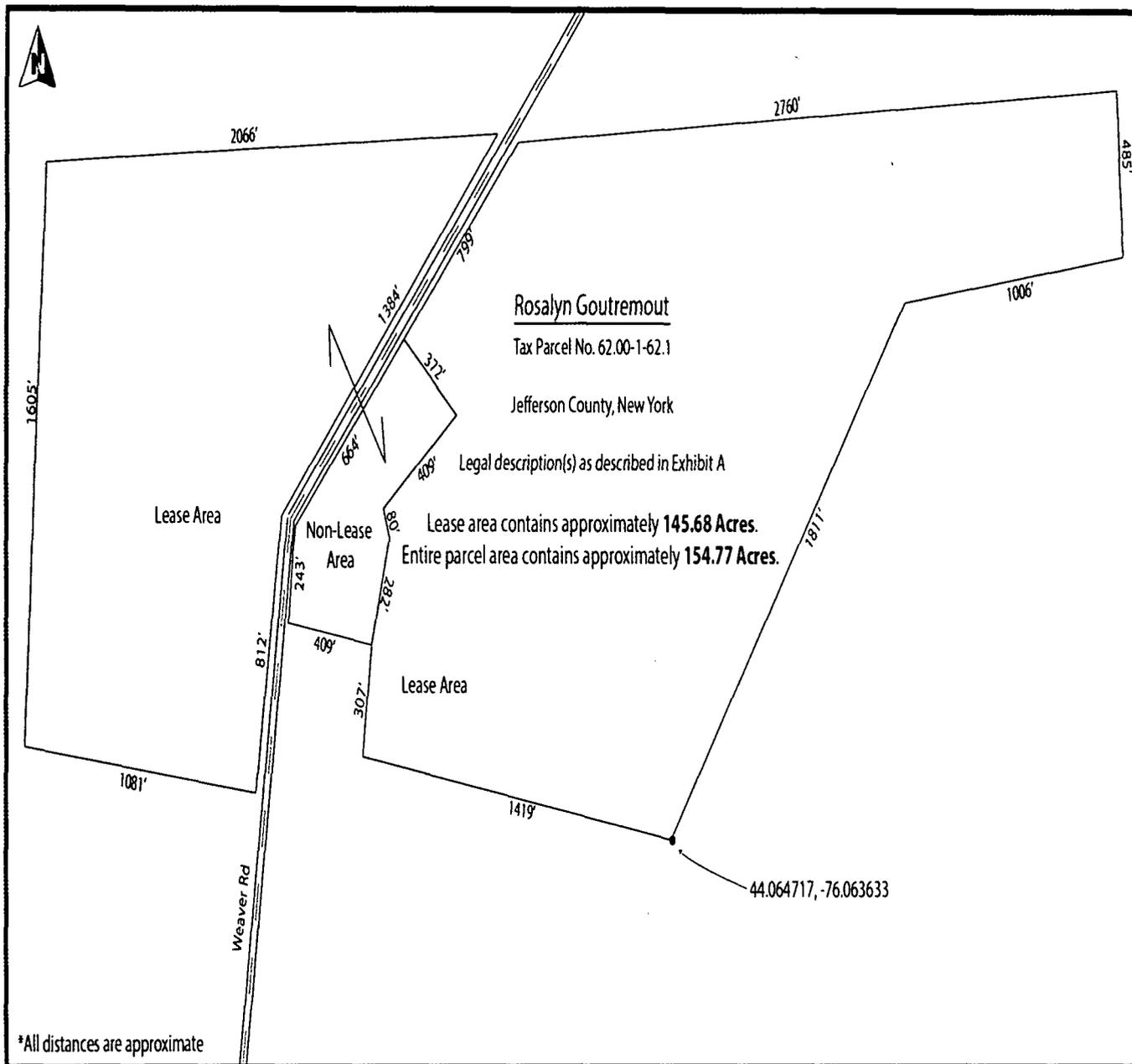
PART OF TAX MAP PARCEL NO. 62.00-1-62.

BEING THE SAME PREMISES conveyed to Lynn G. Goutremout and Sheila R. Goutremout by Warranty Deed from Donald G. Goutremout and Anna G. Goutremout, dated October 15, 1991 and recorded in the Jefferson County Clerk's Office

The parcel contains approximately 154.77 acres more or less.

**SCHEDULE A-1
TO MEMORANDUM**

SITE PLAN



*All distances are approximate



JEFFERSON COUNTY - STATE OF NEW YORK
 GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK
 175 ARSENAL STREET
 WATERTOWN, NEW YORK 13601

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



Recording:

Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 90.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 90.00
 **** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 1034
 Exempt
 Consideration: 0.00

Total: 0.00

INSTRUMENT #: 2019-00017318

Receipt#: 2019030161
 Clerk: AF
 Rec Date: 10/25/2019 01:14:07 PM
 Doc Grp: DEE
 Descrip: MEMORANDUM OF LEASE
 Num Pgs: 9
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC

Party1: DAY JUSTIN M
 Party2: MEMORANDUM OF LAND LEASE AND
 SOLAR EASEMENT
 Town: BROWNVILLE

WARNING***

***Information may change during the verification process and may not be reflected on this page

Gizelle J. Meeks
 Jefferson County Clerk

Record and Return To:

GERONIMO ENERGY
 7650 EDINBOROUGH WAY
 STE 725
 EDINA MN 55435-9863

Drafted by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 19 day of September, 2019 by and between Justin M. Day, a married person, whose address is: 4625 Old State Road, Carthage, NY 13619 (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Jefferson, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated September 19, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 18 day of September, 2021 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended

Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated September 19, 2019 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit

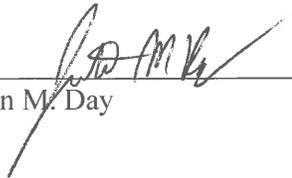
of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

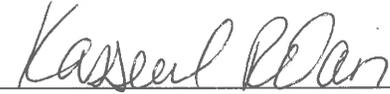
The remainder of this page is intentionally blank.

LESSOR SIGNATURE PAGE


Justin M. Day

STATE OF NEW YORK)
) ss.
COUNTY OF Jefferson)

On the 19th day of September in the year 2019, before me, the undersigned, personally appeared Justin M. Day, a married person, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

KASSANDRA R. DAVIS
Notary Public, State of New York
Reg. No. 01DA6384033
Qualified in Jefferson County
Commission Expires Dec. 3, 2022

**SCHEDULE A
TO MEMORANDUM**

DESCRIPTION OF PROPERTY

Tax Parcel No.: 62.00-1-7.31 and 62.00-1-7.32

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Brownville, County of Jefferson and State of New York, described as follows:

BEING part of Lot Nos. 456 and 466 of the subdivision of Great Lot No. 4 of Maccomb's Purchase and bounded as follows: viz

BEGINNING at a stake 24 lks. E. of a hickory tree cornered on two sides in the S. line of Penet Square 10 chs. 36 lks. from the S. W. corner of the same; thence along the line of Penet Square E. 16 chs. to an ironwood post marked 4.5 at the N.W. corner of B. Arnold's lot; thence along the west line of the same 26 chs. 8 lks.; thence along the south line of said Arnold's lot E. 16 chs. 25 lks. to an ironwood post N. 30 degrees W. 13 lks. from an elm tree cornered on 3 sides standing on the E. side of Horse Creek and in the line of W. Keen's land; thence S. along said Keen's land 1/2 degree W. 34 chs. 95 lks. to an ironwood post marked 3.4; thence W. 32 chs. 40 lks. to a point 50 lks. W. of a stake marked 57; thence N. 20 chs. to a stake at the corner of E. Watkins lot; thence along the E. line of the same N. 21 1/2 degrees W. 25 chs. 5 lks. to a stone bounded in the highway; thence along the highway N. 85 3/4 degrees E. 9 chs. 32 lks. to the W. line of Small Lot No. 5; thence along said line N. 16 chs. 82 lks. to the place of beginning, containing 166.65 acres of land more or less.

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the Town of Brownville aforesaid and bounded as follows, viz: on the E. and S. by the last above described piece; on the North by the S. lines of Penet Square and on the west by land sold to Alexander Copley containing 17.04 acres of land.

EXCEPTING AND RESERVING THEREFROM 55.67 acres of land, deeded to Peter Smith by Susannah Freeman Sept. 8, 1856 and recorded Oct. 23, 1856 described as:

ALL THAT CERTAIN PIECE OF LAND lying and being in the Town of Brownville, Penet Square, South of the road leading from Dry Hill to Chaumont Bay beginning at an ironwood stake in the East line of land lately owned by Edward Bowman and runs thence South eighty seven degrees East sixteen chains and forty-five links to a stake on the East bank of Horse Creek; thence South three degrees West thirty-five chains and thirteen links; thence North eighty-seven degrees West fifteen chains and twenty links; thence North one and a half degrees East thirty-five chains and thirteen links to the place of beginning containing fifty-five and sixty-seven one hundredths acres of land.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brownville, Jefferson County, State of New York and described as follows, viz:

BEGINNING at a point in the center of the road at the intersection of the road leading from Atwood's corners and the road leading from Chaumont to Reynold's corners and running thence Northerly along the center of the road toward Atwood's corners 140 feet to a point; thence Easterly at a right angle 350 feet to a point; thence Southerly 140 feet to the center of the road leading from Reynold's corners to Chaumont; thence Westerly along the center of the road 350 feet to the place of beginning, be the same more or less.

BEING a part of the 128 acre parcel conveyed by warranty deed dated January 2, 1907 from Daniel A. Walrath and wife to Alpha Walrath which deed is recorded in the Jefferson County Clerk's Office January 2, 1907 in Liber 322 of Deeds at Page 113.

EXCEPTING AND RESERVING all that tract or parcel of land located in the Town of Brownville, County of Jefferson and State of New York, bounded and described as follows:

BEGINNING at the intersection of the centerline of County Route 125 (Morris Tract Road) with the centerline of VanAlstyne Road and runs thence N. 09 degrees-38' E. along the centerline of VanAlstyne Road 362.40 feet to a point N. 82 degrees-33' W. 21.6 feet from an iron pipe; thence S. 82 degrees-33' E. passing through said iron pipe, 236.54 feet to an iron pipe; thence S. 03 degrees-23' W., 351.25 ft. to a point in the centerline of County Route 125, said point being S. 03 degrees-23' W. 24.75 feet from an iron pipe; thence N. 85 degrees 00' W. along the last mentioned centerline, 275.48 feet to the place of beginning, containing 2.09 acres of land, more or less.

THIS EXCEPTED parcel being a part of a 17.04 acre parcel of land conveyed from Marion D. Walrath by the Northern New York Trust Co. to Edwin S. Ketcham and Margaret M. Ketcham by deed dated November 5, 1943 and recorded in the Jefferson County Clerk's Office in Liber 446 of Deeds at Page 88 and a part of lands conveyed from Alice M. Walrath to Edwin S. Ketcham and Margaret Ketcham by deed dated May 3, 1956 and recorded in Liber 629 of Deeds at Page 369.

BEING the school parcel as redrawn by Robert W. White, Licensed Land Surveyor, L.S. No. 41022, April 26, 1983.

BEING and intending to describe the same premises conveyed by Bethel M. Day to Susan E. Day by warranty deed dated August 22, 2000, and recorded in the Jefferson County Clerk's office on August 25, 2000 in Liber 1750 of deeds at page 211.

Susan E. Day died on March 20, 2010. Intending to convey all of the lands owned by Susan E. Day as of the date of her death.

The property being conveyed herein was devised by the Last Will and Testament of Susan E. Day to George A. Day III which has not yet been probated.

The parcels contain approximately 122.50 acres more or less.

**SCHEDULE A-1
TO MEMORANDUM**

SITE PLAN



Drafted by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 25 day of June, 2019 by and between George A. Day, Jr., and Bethel M. Day, as Co-Trustees of the George A. Day Jr., and Bethel M. Day Revocable Trust U/T/A dated March 13, 2019, whose address is : 27339 Weaver Road, Chaumont, NY 13622 (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Jefferson, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated June 25, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 24 day of June, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of

the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated June 25, 2019 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

The remainder of this page is intentionally blank.

LESSEE SIGNATURE PAGE

LESSEE

Geronimo Solar Energy, LLC

By: 
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On the 25 day of June in the year 2019, before me, the undersigned, personally appeared Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.




Notary Public

LESSOR SIGNATURE PAGE

George A. Day, Jr., and Bethel M. Day
Revocable Trust U/T/A dated March 13,
2019

George A. Day, Jr.
George A. Day, Jr., Co-Trustee

Bethel M. Day
Bethel M. Day, Co-Trustee

STATE OF NEW YORK)
COUNTY OF Jefferson) ss.

On the 6th day of May in the year 2019, before me, the undersigned, personally appeared George A. Day, Jr., and Bethel M. Day, Co-Trustees of the George A. Day, Jr., and Bethel M. Day Revocable Trust U/T/A dated March 13, 2019, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in his/her/their capacity(ies), that by ~~his/her~~ their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Karen Fitzgerald
Notary Public

KAREN E. FITZGERALD
Notary Public, State of New York
Qual. in Jefferson Co. No. 01F15059494
Commission Expires April 29, 2022

STATE OF NEW YORK

COUNTY OF

Jefferson)
) ss.

On the 6th day of May in the year 2019, before me, the undersigned, personally appeared Bethel M. Day, Co-Trustee of the George A. Day, Jr., and Bethel M. Day Revocable Trust U/T/A dated March 13, 2019, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their capacity(ies), that by ~~his/her~~ their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

KAREN E. FITZGERALD
Notary Public, State of New York
Qual. in Jefferson Co. No. 01F15059494
Commission Expires April 29, 20 22

SCHEDULE A
TO MEMORANDUM

DESCRIPTION OF PROPERTY

Tax Parcel No.: 62.00-2-15.1

All that tract or parcel of land situate in the Town of Lyme, County of Jefferson and State of New York, bounded and described as follows:

Beginning at a point in the center line of the highway leading from the village of Chaumont to Gunns Corners, which point is also in the north line of the abandoned Cape Vincent branch of the New York Central Railroad,

Thence N 53° 30' E running along the center line of said road 6 chains 13 links to an angle,

Thence N 41° 45' E along said center line 9 chains 31 links to an angle,

Thence N 13° 30' E along said center line 9 chains 85 links to an angle,

Thence N 53° E along said center line 10 chains 50 links to an angle,

Thence S 54° E 13 chains 84 links to a point,

Thence S 42° E 12 chains 13 links to a point,

Thence S 54° E 2 chains 68 links to a point,

Thence S 40° W 30 chains 40 links to a point in the north line of the aforesaid railroad right of way,

Thence N 50° W 26 chains 70 links to the point of beginning. Containing 86.7 acres of land more or less.

Intending hereby to convey all that tract or parcel of land owned on the above-appearing date of this deed by the grantor Hills which is located generally Easterly of the center line of the highway leading from the Village of Chaumont to Gunns Corners (said highway being known as Jefferson County Highway No. 125) and generally Northerly of the Northerly boundary line of the abandoned Watertown-Cape Vincent branch of the New York Central Railroad, by which highway center line said tract or parcel is bounded on the West and Northwest and by which Northerly boundary line said tract or parcel is bounded on the South and Southwest, except that the Southwesterly portion of said tract or parcel is bounded by that piece of land 125 feet in width by 600 feet in length which was conveyed to Ada L. Westcott et al. as Trustees of the estate of R. E. Westcott by Jefferson County Savings Bank by deed dated September 20, 1913 and recorded September 23, 1913 in Jefferson County Clerk's Office in Liber 340 of Deeds at Page 320. The tract or parcel hereby conveyed (Hills to Day and Day) is a part of the tract or parcel which was conveyed to Harold H. Hills and Viola N. Hills, his wife, by Nellie M. Hayden as Executrix u/w/o Wesley J. Hayden, deceased, by deed dated October 26, 1949 and recorded November 18, 1949 in Jefferson County Clerk's Office in Liber 526 of Deeds at Page 440. Said Harold H. Hills died July 22, 1958, a resident of the County of Jefferson and State of New York.

This deed is made and delivered subject to the perpetual right of way and easement granted to New York Telephone Company by Harold Hills and Viola Hills by instrument dated March 26, 1958 and recorded May 5, 1958 in Jefferson County Clerk's Office in Liber 660 of Deeds at Page 92, if in fact said right of way and easement applies and pertains to the above-described tract or parcel hereby conveyed, to which record (660-92) reference is hereby had for a description of said right of way and easement.

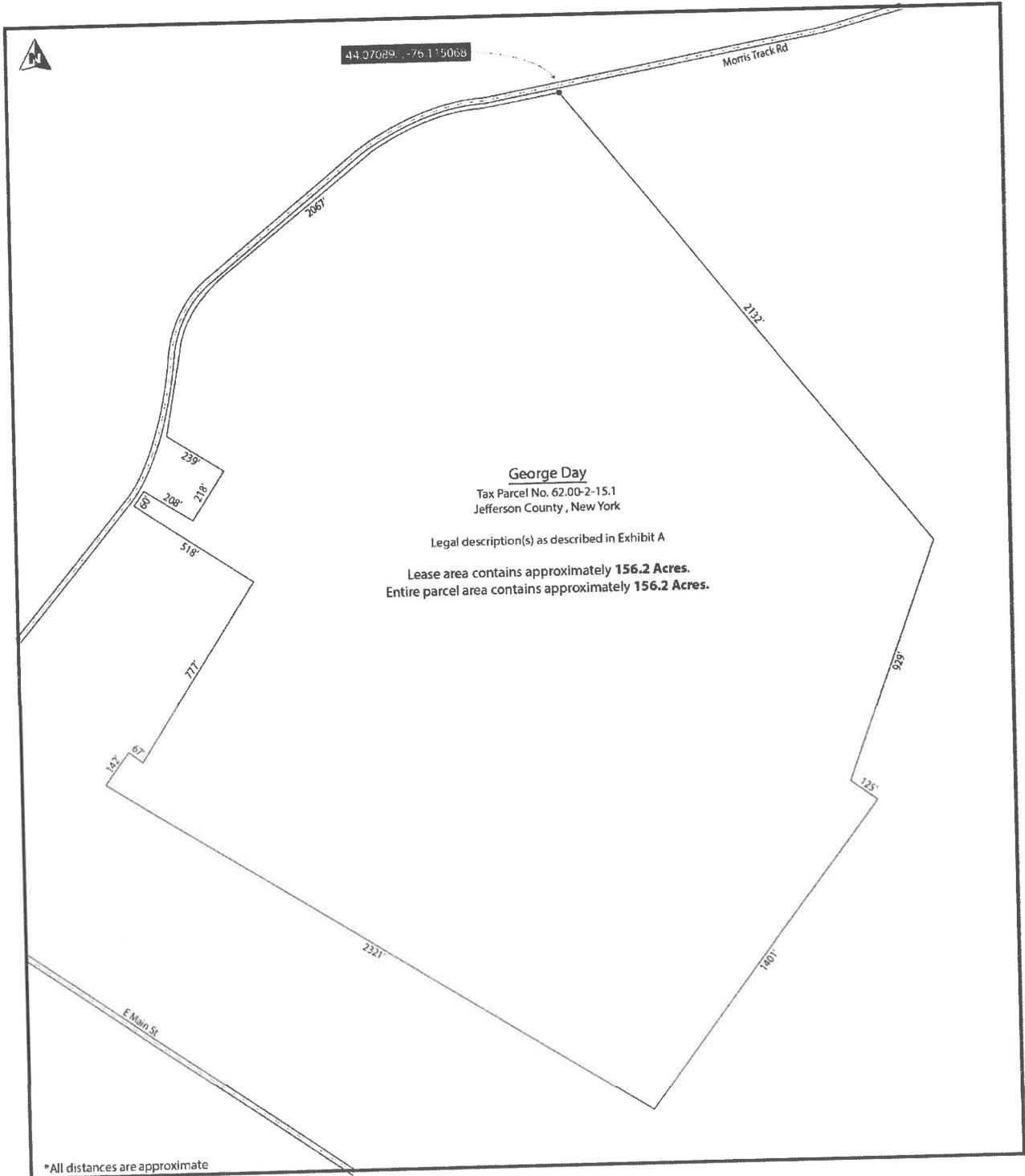
This deed is made and delivered subject to the right and privilege to set, erect and thereafter reconstruct and maintain a line of poles, structures or towers, together with any necessary appurtenances, etc., which is described in and was conveyed to Northern New York Utilities, Inc., by Jefferson County Savings Bank by deed dated July 20, 1916 and recorded July 24, 1916 in Jefferson County Clerk's Office in Liber 348 at Page 175, to which record (348-175) reference is hereby had for a fuller description of the right and privilege thereby granted.

BEING the same premises conveyed by Viola N. Hills to George A. and Bethel M. Day by deed dated October 8, 1969 and recorded in the Jefferson County Clerk's Office on October 8, 1969 in Liber 817 of Deeds at Page 705.

The parcel contains approximately 156.20 acres more or less.

SCHEDULE A-1 TO MEMORANDUM

SITE PLAN





JEFFERSON COUNTY - STATE OF NEW YORK
 GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK
 175 ARSENAL STREET
 WATERTOWN, NEW YORK 13601

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: 2020-00002775
 Receipt#: 2020004487
 Clerk: SWILLIAMS
 Rec Date: 03/04/2020 11:15:10 AM
 Doc Grp: DEE
 Descrip: AGREEMENTS IN DEEDS
 Num Pgs: 14
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC

Party1: GERONIMO SOLAR ENERGY LLC
 Party2: RIVERSIDE SOLAR LLC
 Town: LYME
 BROWNVILLE

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 #: 2422
 Exempt
 Consideration: 0.00

Total: 0.00

WARNING***

***Information may change during the verification process and may not be reflected on this page

Gizelle J. Meeks

Gizelle J. Meeks
 Jefferson County Clerk

Record and Return To:

GERONIMO ENERGY
 8400 NORMANDALE LAKE BLVD
 STE 1200
 BLOOMINGTON MN 55437

THIS INSTRUMENT WAS DRAFTED BY
AND UPON RECORDING RETURN TO:
RIVERSIDE SOLAR, LLC
C/O GERONIMO ENERGY, LLC
7650 EDINBOROUGH WAY, SUITE 725
EDINA, MN 55435

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS

THIS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS (the "**Agreement**") is made and dated as of January 8, 2020 (the "**Effective Date**") by and between Geronimo Solar Energy, LLC, a Minnesota limited liability company ("**Assignor**") and Riverside Solar, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

WHEREAS, Assignor is developing solar energy generating facilities located at properties in Jefferson County, New York (the "**Project**").

WHEREAS, Assignor entered into certain leases, easements, and other real property agreements described on Exhibit A attached hereto (collectively, the "**Real Property Interests**") with the property owners described on Exhibit A for the purpose of constructing, operating and maintaining the Project;

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept from Assignor an assignment of all real property interests heretofore or hereafter acquired in the Project as more specifically set forth herein.

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

AGREEMENT

1. Assignment. The Assignor hereby assigns, transfers and sets over to the Assignee, all of the Assignor's right, title and interest in and to the Real Property Interests and the Assignee hereby assumes and agrees to pay, perform or discharge in accordance with their terms, to the extent not heretofore paid, performed or discharged the liabilities, obligations, commitments and

responsibilities of Assignor accruing or arising from and after the Effective Date under any of the Real Property Interests.

2. Binding Effect; Assignment. This Agreement shall be enforceable against and inure to the benefit of the successors and assigns of the Assignee and of the Assignor.

3. Further Assurances. The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

8. Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by a written document duly executed by the parties at the time of such alteration, modification or change.

The remainder of this page is intentionally blank.

EXHIBIT A

Real Property Interests

The following documents, together with any amendments or addenda thereto:

Owner Name	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
				Date	Doc No.
Michael R. Burger and Kristina M. Burger, husband and wife	<p>ALL THAT EXACT OR PARCEL of land situate in the Town of Lyme, County of Jefferson, State of New York, bounded and described as follows:</p> <p>Beginning at a point in the center of Case Road at the northeasterly corner of a parcel of land owned by Jesse D. Linstruth and Kristi J. Linstruth (2005-15761);</p> <p>Thence along said Linstruth parcel of land the following two (2) courses and distances:</p> <p>1) N 46°33'20" W a distance of 798.66 feet to a 1/2" iron pipe found at the northeasterly corner thereof, passing through a 1/2" iron pipe found at 42.43 feet;</p> <p>2) S 46°59'23" W a distance of 299.78 feet to a 1/2" iron pipe found at the southeasterly corner thereof, being a point on the northeasterly line of a parcel of land owned by Robert D. Goutremout and Tammy M. Goutremout (2010-14943);</p> <p>Thence along the parcel of land owned by Goutremout the following two (2) courses and distances:</p> <p>1) N 46°33'53" W a distance of 814.35 feet to a 5/8" iron pin/cap found at the northwesterly corner thereof;</p> <p>2) S 53°38'46" W a distance of 550.18 feet to a 5/8" iron pin/cap set in the center of the old railroad property, passing through a 5/8" iron pin/cap found at 516.66 feet at the southwesterly corner thereof;</p> <p>Thence N 46°27'13" W along the center of said old railroad, also being the lands of Timothy M. Hodge, Dessiary J. Goutremout, and Jacques A. Cerow (2012-4076) a distance of 1172.76 feet to a 5/8" iron pin/cap set on the southeasterly line of a parcel of land owned by Lynn F. Goutremout (L.1501 P.191);</p> <p>Thence along last said Goutremout parcel of land the following two (2) courses and distances:</p> <p>1) N 48°46'00" E a distance of 33.15 feet to a 5/8" iron pin/cap set at the corner thereof;</p> <p>2) N 46°40'45" W 260.00 feet to a 1/2" iron pipe found at the intersection of said line with the division line between a parcel of land owned by George A. Day and Bethel M. Day (L.817 P.707) on the northwest and a parcel of land owned by Lynn F. Goutremout (L.1501 P.187), on the southeast;</p> <p>Thence N 48°12'13" E along last said division line a distance of 1454.33 feet to a 5/8" iron pin/cap set at the intersection of last said line with the division line between a parcel of land owned by Della Sue Haas, H. Lee VanAlstyne and Christine Monnat (2007-20472) on the northeast and a parcel of land owned by Lynn F. Goutremout (L.1501 P.187), on the southwest;</p> <p>Thence S 42°00'15" E along last said division line and the division line between a parcel of land owned by Jennifer L. Bohell-Martin and Joshua L. Martin (2011-15871) on the northeast and a parcel of land owned by Lynn F. Goutremout (L.1501 P.187) a distance of 3310.57 feet to the center of Case Road, passing through a 5/8" iron pin/cap set at 3270.57 feet;</p> <p>Thence along the center of Case Road the following two (2) courses and distances:</p> <p>1) S 78°48'11" W a distance of 327.33 feet;</p> <p>2) S 76°06'33" W a distance of 134.65 feet to the point of beginning.</p> <p>Containing 71.67 Acres of Land, more or less as surveyed by Michael W. Battista L.S. 49744, August 30 thru September 6, 2013.</p> <p>Being a Portion of land conveyed to Timothy M. Hodge, Dessiary J. Goutremout, and Jacques A. Cerow by Lynn F. Goutremout, recorded in the Jefferson County Clerk's Office as Instrument No. 2012-4076.</p> <p>SUBJECT TO the rights of the public in and to the roadbed and roadway of the Case Road.</p> <p>TOGETHER WITH a 25 foot wide Right of Way for ingress and egress to NYS Rte. 12E, beginning at a 3/4" iron pipe found on the northerly margin of NYS Rte. 12E at the most southerly corner of a parcel of land owned by Stuart Ruttan and Gregory Youngs (2005-54971);</p> <p>Thence N 47°02'41" E along said southerly line thereof and continuing a total distance of 763.46 feet to a 5/8" iron pin/cap set in the center of the old railroad property;</p> <p>Thence S 47°26'13" E a distance of 25.04 feet to a 5/8" iron pin/cap set;</p> <p>Thence S 47°02'41" W a distance of 764.66 feet to a 5/8" iron pin/cap set on the northeasterly margin of NYS Rte. 12E;</p> <p>Thence W 43°41'56" W a distance of 25.00 feet to the point of beginning;</p> <p>TOGETHER WITH AND SUBJECT TO any other easements, exceptions, rights, privileges obligations, covenants, and conditions of record.</p>	Land Lease and Solar Easement	May 28, 2019	June 7, 2019	2019-00008280

Owner Name	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
				Date	Doc No.
George A. Day, Jr., and Bethel M. Day, as Co-Trustees of the George A. Day, Jr., and Bethel M. Day Revocable Trust U/T/A dated March 13, 2019	<p>All that tract or parcel of land situate in the Town of Lyme, County of Jefferson and State of New York, bounded and described as follows:</p> <p>Beginning at a point in the center line of the highway leading from the village of Chamont to Gunns Corners, which point is also in the north line of the abandoned Cape Vincent branch of the New York Central Railroad,</p> <p>Thence N 53° 30' E running along the center line of said road 6 chains 13 links to an angle,</p> <p>Thence N 41° 45' E along said center line 9 chains 31 links to an angle,</p> <p>Thence N 13° 30' E along said center line 9 chains 85 links to an angle,</p> <p>Thence N 53° E along said center line 10 chains 50' links to an angle,</p> <p>Thence S 54° E 13 chains 84 links to a point,</p> <p>Thence S 42° E 12 chains 13 links to a point,</p> <p>Thence S 54° E 2 chains 68 links to a point,</p> <p>Thence S 40° W 30 chains 40 links to a point in the north line of the aforesaid railroad right of way,</p> <p>Thence N 50° W 26 chains 70 links to the point of beginning. Containing 86.7 acres of land more or less.</p> <p>Intending hereby to convey all that tract or parcel of land owned on the above-appearing date of this deed by the grantor Hills which is located generally Easterly of the center line of the highway leading from the Village of Chamont to Gunns Corners (said highway being known as Jefferson County Highway No. 125) and generally Northerly of the Northerly boundary line of the abandoned Watertown-Cape Vincent branch of the New York Central Railroad, by which highway center line said tract or parcel is bounded on the West and Northwest and by which Northerly boundary line said tract or parcel is bounded on the South and Southwest, except that the Southwesterly portion of said tract or parcel is bounded by that piece of land 125 feet in width by 600 feet in length which was conveyed to Ada L. Westcott et al. as Trustees of the estate of R. E. Westcott by Jefferson County Savings Bank by deed dated September 20, 1913 and recorded September 23, 1913 in Jefferson County Clerk's Office in Liber 340 of Deeds at Page 320. The tract or parcel hereby conveyed (Hills to Day and Day) is a part of the tract or parcel which was conveyed to Harold H. Hills and Viola H. Hills, his wife, by Nellie M. Hayden as Executrix u/w/o Wesley J. Hayden, deceased, by deed dated October 26, 1949 and recorded November 18, 1949 in Jefferson County Clerk's Office in Liber 526 of Deeds at Page 440. Said Harold H. Hills died July 22, 1958, a resident of the County of Jefferson and State of New York.</p> <p>This deed is made and delivered subject to the perpetual right of way and easement granted to New York Telephone Company by Harold Hills and Viola Hills by instrument dated March 26, 1958 and recorded May 5, 1958 in Jefferson County Clerk's Office in Liber 660 of Deeds at Page 92, if in fact said right of way and easement applies and pertains to the above-described tract or parcel hereby conveyed, to which record (660-92) reference is hereby had for a description of said right of way and easement.</p> <p>This deed is made and delivered subject to the right and privilege to set, erect and thereafter reconstruct and maintain a line of poles, structures or towers, together with any necessary appurtenances, etc., which is described in and was conveyed to Northern New York Utilities, Inc., by Jefferson County Savings Bank by deed dated July 20, 1916 and recorded July 24, 1916 in Jefferson County Clerk's Office in Liber 348 at Page 175, to which record (348-175) reference is hereby had for a fuller description of the right and privilege thereby granted.</p> <p>BEING the same premises conveyed by Viola H. Hills to George A. and Bethel M. Day by deed dated October 8, 1969 and recorded in the Jefferson County Clerk's Office on October 8, 1969 in Liber 817 of Deeds at Page 705.</p>	Land Lease and Solar Easement	June 25, 2019	October 15, 2019	2019-00016638

Owner Name	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
				Date	Doc No.
<p>George A. Day, Jr., and Bethel M. Day, as Co-Trustees of the George A. Day, Jr., and Bethel M. Day Revocable Trust U/T/A dated March 13, 2019</p>	<p>and assigns forever, all THAT CERTAIN PIECE OR PARCEL OF LAND, situated in the town of Brownville, County of Jefferson and State of New York, and bounded as follows to wit: South easterly by the highway leading in 1847 from the turnpike by Wm. Kune's saw mill. Northerly by lands formerly deeded to R. Calkins and Wm. Kune. Northwesterly by land formerly owned by Hosea Robbins and south westerly by land formerly contracted to Charles Scott and later owned by I.I. Hunt, supposed to contain fifteen acres and seventy seven one hundredths of an acre of land by the same more or less as surveyed by J. Woodworth, it being part of lot No. 465 of the subdivision of great lot No. 4 of Macombs purchase.</p> <p>ALSO ALL THOSE TWO PIECES OF LAND, situate in the town of Brownville, County of Jefferson and State of New York, being parts of lots No. 456 and 465 of the subdivisions of great lot No. 4 of Macombs purchase and bounded as follows viz. the first piece begins at the south west corner of land formerly of R. Calkins thence along the south line of the same E. 26 chains 67 links to a post at the north west corner of land formerly contracted D. Arnold, thence along the west line of the same south 18 chs 50 lks to a post in the north line of land deeded to Charles Scott. Thence along said line West 27 chains & 78 links to the easterly line of thirty three 74/100 acres of land deeded to J. H. Hunt -- Thence along the same North 14 deg. East 13 chs and 58 links -- Thence continuing along the same 14 chains and 42 links to the place of beginning supposed to contain fifty acres of land by the same more or less as surveyed by Joel Woodworth in 1833. The second piece begins at the south west corner of fifty five 94/100 acres of land deeded to James Shields. Thence along the south line of the same south 89 deg. East 14 chs and 50 links to an ash post thence S. 12 chs. 25 lks. to an oak post -- thence North 89 deg. West 16 chs. and 38 links to a post at the south east corner of Ninety 37/100 acres of land deeded Charles Scott. Thence Northerly along said line 12 chains and 70 links to the place of beginning supposed to contain 20 14/100 acres of land by the same more or less as surveyed by J. Woodworth aforesaid.</p> <p>ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in Brownville, County of Jefferson and State of New York and is bounded as follows viz. Beginning at a post at the northeast corner of 90 37/100 acres deeded to Charles Scott, running thence along said Scott's north line West 11 chains and 27 links to the southeast corner of fifty acres sold to Amos Hill. Thence along the east line of the same North to the centre of the highway N. E. about 6 chains and 75 links. Thence south 89 degrees East 8 chains and 82 links to a post in the westerly line of land formerly of D. Carpenter. Thence along said line south 23-1/4 degrees West 7 chains and 26 links to the place of beginning containing seven acres and forty six hundredths of an acre of land by the same more or less as surveyed by J. Woodworth it being part of lot No. 465 of subdivision of great lot No. 4 of Macombs purchase.</p> <p>ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND situated in the town of Brownville, County of Jefferson and State of New York and bounded as follows, viz. Beginning at a point in the centre of the highway N. W. of the line of the lots No. 454 and 465 and the east N. Ely. corner of land formerly of Cyrus Allen, running thence along the N. line of said Allen's land N. 86° W. 57 chs 61 lks to a post at the N. W. corner of the same, thence N. 10° 40' E. 14 chs. 40 lks. to a post, it being along the bounds of 52 34/100 acres deeded to James Henderson; thence E. to and along the S. line of 33 72/100 contracted to Charles Scott and by him assigned to James Hunt; 40 acres contracted to Amos Hills and 28 5/100 contracted to I. Arnold 59 chs. and 41 lks. to the center of the aforesaid highway. Thence along the same S. 24 1/2° W. 18 chs. 93 lks. to a tree in said highway. Thence continuing along the same S. 8-1/2° E. 5 chs. 23 lks. to the place of beginning, containing 90 acres and 37/100 of land by the same more or less as surveyed by Joel Woodworth, it being part of lots No. 454, 456, and 465 of the subdivision of great lot No. 4 of Macombs purchase and is the same land deeded by Alexander Copley and wife to Charles Scott by deed dated 17 days of June 1837 and reassigned in the Office of the Clerk of the County of Jefferson on the 26 day of June 1837 in Liber B3 of deeds, page 64 &c.</p> <p>ALSO all that other certain piece or parcel of land situated in the town of Brownville, County of Jefferson and State of New York and bounded as follows, to wit: Beginning at an oak post in the W. line of land formerly of Rowell Calkins 11 chs and 80 lks. from or N. of the S. W. corner of the same from thence S. along the W. line of said Calkins land, and W. line of land contracted to Amos Hills 16 chs and 22 lks.; thence S. 14° W. a post and in the N. line of 90 and 37/100 acres of land deeded to Charles Scott; thence along the same W. 20 chs. and 36 lks. to a post standing in the S. line of 52 34/100 acres of land deeded to J. Vanderweert; thence along the same N. 3-3/4° E. 13 chs. and 43 lks. to a maple sapling in the S. line of about 13 and 86/100 acres of land deeded to Benedict Arnold; thence W. 69° E. 10 chs and 65 lks. to the place of beginning, containing 33 acres and 73/100 of an acre of land by the same more or less as surveyed by Joel Woodworth, it being part of lots No. 454, 456, and 465 of the subdivision of great lot No. 4 of Macomb's Purchase and is the same land deeded by Alexander Copley and wife to James J. Hunt by deed dated Oct. 15, 1842.</p> <p>EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brownville, Jefferson County, State of New York, bounded and described as follows:</p> <p>BEGINNING at a point marked by a stake in the north-westerly margin of Weaver Road distant 760 feet, more or less, southwesterly from the intersection of said road margin with the boundary line between the property of the parties of the first part on the south and the Bassetts property on the north; running thence at right angles to said road margin in a northwesterly direction a distance of 350 feet to a point marked by a stake; running thence in a southwesterly direction parallel with said road margin a distance of 1050 feet more or less to a point marked by a stake; running thence at right angles to said road margin in a south-easterly direction a distance of 350 feet to a point in said road margin marked by a stake; running thence in a northwesterly direction along said road margin a distance of 3,050 feet more or less to the point or place of beginning; containing approximately 8.44 acres of land. Together with all of the right, title and interest of the parties of the first part in the portion of Weaver Road which adjoins said premises. HUNK A portion of the premises conveyed by Leota F. Weaver to Leota F. Weaver and J. Virgil Weaver by deed dated November 27, 1953 and recorded in the Jefferson County Clerk's Office on November 27, 1963 in Liber 744 of Deeds at page 557. The premises hereby conveyed being all of the 217.87 acres of land described in the last mentioned deed except said 8.44 acre parcel.</p>	<p>Land Lease and Solar Easement</p>	<p>June 25, 2019</p>	<p>September 16, 2019</p>	<p>2019-00015152</p>

Owner Name	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
				Date	Doc No.
Justin M. Day, a married person	<p>ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Brownville, County of Jefferson and State of New York, described as follows:</p> <p>BEING part of Lot Nos. 456 and 466 of the subdivision of Great Lot No. 4 of Macomb's Purchase and bounded as follows: viz</p> <p>BEGINNING at a stake 24 lks. E. of a hickory tree cornered on two sides in the S. line of Penet Square 10 chs. 36 lks. from the S. W. corner of the same; thence along the line of Penet Square E. 16 chs. to an ironwood post marked 4.5 at the N.W. corner of B. Arnold's lot; thence along the west line of the same 26 chs. 8 lks.; thence along the south line of said Arnold's lot E. 16 chs. 25 lks. to an ironwood post N. 30 degrees W. 13 lks. from an elm tree cornered on 3 sides standing on the E. side of Horse Creek and in the line of W. Keen's land; thence S. along said Keen's land 1/2 degree W. 34 chs. 95 lks. to an ironwood post marked 3.4; thence W. 32 chs. 40 lks. to a point 50 lks. W. of a stake marked 57; thence N. 20 chs. to a stake at the corner of E. Watkins lot; thence along the E. line of the same N. 21 1/2 degrees W. 25 chs. 5 lks. to a stone bounded in the highway; thence along the highway N. 85 3/4 degrees E. 9 chs. 32 lks. to the W. line of Small Lot No. 5; thence along said line N. 16 chs. 82 lks. to the place of beginning, containing 166.65 acres of land more or less.</p> <p>ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the Town of Brownville aforesaid and bounded as follows, viz: on the E. and S. by the last above described piece; on the North by the S. lines of Penet Square and on the west by land sold to Alexander Copley containing 17.04 acres of land.</p> <p>EXCEPTING AND RESERVING THEREFROM 55.67 acres of land, deeded to Peter Smith by Susannah Freeman Sept. 8, 1856 and recorded Oct. 23, 1856 described as:</p> <p>ALL THAT CERTAIN PIECE OF LAND lying and being in the Town of Brownville, Penet Square, South of the road leading from Dry Hill to Chaumont Bay beginning at an ironwood stake in the East line of land lately owned by Edward Bowman and runs thence South eighty seven degrees East sixteen chains and forty-five links to a stake on the East bank of Horse Creek; thence South three degrees West thirty-five chains and thirteen links; thence North eighty-seven degrees West fifteen chains and twenty links; thence North one and a half degrees East thirty-five chains and thirteen links to the place of beginning containing fifty-five and sixty-seven one hundredths acres of land.</p> <p>ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brownville, Jefferson County, State of New York and described as follows, viz:</p> <p>BEGINNING at a point in the center of the road at the intersection of the road leading from Atwood's corners and the road leading from Chaumont to Reynold's corners and running thence Northerly along the center of the road toward Atwood's corners 140 feet to a point; thence Easterly at a right angle 350 feet to a point; thence Southerly 140 feet to the center of the road leading from Reynold's corners to Chaumont; thence Westerly along the center of the road 350 feet to the place of beginning, be the same more or less.</p> <p>BEING a part of the 128 acre parcel conveyed by warranty deed dated January 2, 1907 from Daniel A. Walrath and wife to Alpha Walrath which deed is recorded in the Jefferson County Clerk's Office January 2, 1907 in Liber 322 of Deeds at Page 113.</p> <p>EXCEPTING AND RESERVING all that tract or parcel of land located in the Town of Brownville, County of Jefferson and State of New York, bounded and described as follows:</p> <p>BEGINNING at the intersection of the centerline of County Route 125 (Morris Tract Road) with the centerline of VanAlstyne Road and runs thence N. 09 degrees-38' E. along the centerline of VanAlstyne Road 862.40 feet to a point N. 82 degrees-33' W. 21.6 feet from an iron pipe; thence S. 82 degrees-33' E. passing through said iron pipe, 236.54 feet to an iron pipe; thence S. 03 degrees-23' W. 351.25 ft. to a point in the centerline of County Route 125, said point being S. 03 degrees-23' W. 24.75 feet from an iron pipe; thence N. 85 degrees 03' W. along the last mentioned centerline, 275.48 feet to the place of beginning, containing 2.09 acres of land, more or less.</p> <p>THIS EXCEPTED parcel being a part of a 17.04 acre parcel of land conveyed from Marion D. Walrath by the Northern New York Trust Co. to Edwin S. Ketcham and Margaret M. Ketcham by deed dated November 5, 1943 and recorded in the Jefferson County Clerk's Office in Liber 446 of Deeds at Page 88 and a part of lands conveyed from Alice M. Walrath to Edwin S. Ketcham and Margaret Ketcham by deed dated May 3, 1956 and recorded in Liber 629 of Deeds at Page 369.</p> <p>BEING the school parcel as redrawn by Robert W. White, Licensed Land Surveyor, L.S. No. 41022, April 26, 1983.</p> <p>BEING and intending to describe the same premises conveyed by Bethel M. Day to Susan E. Day by warranty deed dated August 22, 2000, and recorded in the Jefferson County Clerk's office on August 25, 2000 in Liber 1750 of deeds at page 211.</p> <p>Susan E. Day died on March 20, 2010. Intending to convey all of the lands owned by Susan E. Day as of the date of her death.</p> <p>The property being conveyed herein was devised by the Last Will and Testament of Susan E. Day to George A. Day III which has not yet been probated.</p>	Land Lease and Solar Easement	September 19, 2019	October 25, 2019	2019-00017318

Owner Name	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
				Date	Doc No.
Rosalyn Goutremout, a single person; Lynn Goutremout, a single person	<p>ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Brownville, Jefferson County, New York, and a part of lot No. 454 of Great Lot No. 4 of Macomb's Purchase beginning in the center of the highway at the northwest corner of the Thomas Pryor estate and running thence along the center of said highway South 19 degrees West, 2.46 chains to the northeast corner of land now or formerly owned by C.M. Case; thence north 70 3/4 degrees West 16.92 chains along the northerly margin of said Case's land to a post in the easterly margin of land now or formerly owned by the Case brothers; thence along said easterly line and easterly line of land now or formerly owned by Jacob Dillienbeck, North 14 1/2 degrees East, 23.53 chains to a stake, the southwest corner of land now or formerly owned by Weaver brothers; thence along the Weaver brothers' southerly line South 81 degrees East, 57.75 chains to a post, the southwest corner of land now or formerly owned by Eli Witt; thence South 2 degrees East, 7.93 chains to an oak stake; the northerly corner of land now or formerly owned by John N. Pryor; thence along Pryor's westerly line 46 1/4 degrees West, 27.45 chains to the northerly line of Thomas Pryor estate; thence along said northerly line North 70 1/4 degrees West, 28.39 chains to the place of beginning, containing 145 70/100 acres as surveyed by George A. Fairbanks, June 17th, 1896.</p> <p>ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND situate in said Brownville and a part of Lots Nos. 454 & 455 of Great Lot No. 4, Macomb's Purchase, beginning at a post, the northeasterly corner of 145 70/100 acres being also the southwesterly corner of land now or formerly owned by Eli Witt and running thence along the southerly line of said Witt's land South 83 degrees East, 16.72 1/2 chains to an oak stake in the westerly line of land now or formerly owned by Clark Emerson; thence along said westerly line south 6 3/4 degrees West, 7.15 chains to an ironwood stake, the northeast corner of land now or formerly owned by Henry Smith; thence along the northerly line of said Smith's land North 85 1/2 degrees West, 15.44 chains to an oak stake, the most easterly corner of said 145 70/100; thence North 2 degrees West, 7.93 chains to the place of beginning, containing 12 7/100 acres as surveyed by George A. Fairbanks June 17th, 1896.</p> <p>Being the same premises conveyed by Elmer L. Haas and Iva B. Haas to John F. George by deed dated April 26th, 1923, and recorded in Jefferson County Clerk's Office in Liber 371 of Deeds at page 137.</p> <p>BEING THE SAME PREMISES conveyed to Donald G. Goutremout and Anna G. Goutremout by deed from Kathryn Thruston, Administrator of the Estate of John F. George, dated July 20, 1955 and recorded in the Jefferson County Clerk's Office in Liber 618, Page 50.</p> <p>Anna G. Goutremout died January 2, 1999 in Jefferson County, New York.</p> <p>EXCEPTING AND RESERVING THEREFROM the following described parcel:</p> <p>ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brownville, County of Jefferson, State of New York and more particularly bounded and described as follows:</p> <p>BEGINNING at a point in the centerline of Weaver (49.5 R.O.W.) Road, said point being North 16 degrees East a distance of 1425.00 feet along said centerline from the centerline of Case Road; thence continuing along the centerline of Weaver Road North 16 degrees East a distance of 297.75 feet to a point; thence South 75 degrees East a distance of 438.98 feet to an iron pipe; thence North 75 degrees West a distance of 438.98 feet to the point of beginning.</p> <p>CONTAINING 3.00± Acres.</p> <p>SUBJECT to any easements, right-of-ways, agreements, etc. of record.</p> <p>BEING a part of the same premises conveyed by Kathryn Thruston to Donald G. Goutremout and Anna G. Goutremout and recorded in the Jefferson County Clerk's Office in Liber 618 of Deeds at Page 50, July 21, 1955.</p> <p>The above description was prepared by KENNEDY ASSOCIATES, INC., John R. Ennis, Licensed Land Surveyor, L.S. No. 39825 from his survey map dated September 27, 1988.</p> <p>PART OF TAX MAP PARCEL NO. 62.00-1-62.</p> <p>BEING THE SAME PREMISES conveyed to Lynn G. Goutremout and Sheila R. Goutremout by Warranty Deed from Donald G. Goutremout and Anna G. Goutremout, dated October 15, 1991 and recorded in the Jefferson County Clerk's Office</p>	Land Lease and Solar Easement	November 11, 2019	December 24, 2019	2019-00020404

Owner Name	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
				Date	Doc No.
George E. Jones III, a single person	<p>ALL THAT TRACT OR PARCEL OF LAND located in the Town of Lyme, Jefferson County, New York, being the same premises conveyed by quit claim deed dated September 13, 1977 from Robert H. Lang to Lois E. Lang and recorded August 31, 1978 in the Jefferson County Clerk's Office in Book 893 of Deeds, Page 480.</p> <p>ALSO ALL THAT TRACT OR PARCEL OF LAND located in the Town of Lyme, Jefferson County, New York, being the same premises conveyed by warranty deed dated June 4, 1985 from Robert C. Harer to Lois Lang and recorded in said Clerk's Office June 4, 1985 in Liber 981 of Deeds, Page 122.</p> <p>EXCEPTING AND RESERVING all matters of record.</p>	Land Lease and Solar Easement	April 15, 2019	June 28, 2019	2019-00010218
Joshua L. Martin and Jennifer L. Bohall-Martin, husband and wife	<p>ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Lyme, County of Jefferson and State of New York, bounded and described as follows:</p> <p>Beginning at a nail set in the centerline of Case Road, said point being 3613 feet, more or less, from the intersection of the centerline of Case Road and the centerline of Route 12E, said point also being at the intersection of the centerline of Case Road and the southwesterly boundary of a 42 acre parcel conveyed to Hochmuth by Neill and described in Book of Deeds 1093 on Page 159; thence North 50 degrees 43 minutes 53 seconds West along the southwesterly boundary mentioned above, a distance of 33.30 feet to an iron pipe found; thence continuing on the same bearing and along the lands of Neill 184 869 Pg 24 & 271 on the southwest, a distance of 310.10 feet to an iron pipe set; thence North 25 degrees 24 minutes 21 seconds East a distance of 269.41 feet to a point being the northern post corner of the lands of Hochmuth as described in Book of Deeds 1093 on Page 161; thence along the same bearing a distance of 134.87 feet to an iron pipe set; thence South 26 degrees 51 minutes 14 seconds East a distance of 390.00 feet to an iron pipe set; thence continuing along the same bearing a distance of 30.04 feet to a nail set in the centerline of Case Road; thence along the centerline of the highway, South 54 degrees 01 minutes 52 seconds West a distance of 20.97 feet; thence along the centerline of the highway, South 54 degrees 17 minutes 00 seconds West a distance of 179.17 feet; thence along the centerline of the highway, South 55 degrees 42 minutes 09 seconds West a distance of 66.76 feet to the point and place of beginning.</p> <p>Contains 2.5 acres of land.</p> <p>ALSO:</p> <p>ALL that tract or parcel of land situate in the Town of Lyme, County of Jefferson, State of New York, and being a part of Subdivision Lot 358 and being further described as follows:</p> <p>BEGINNING at a point in the centerline of Case Road, said point being located northeasterly along the centerline of Case Road a distance of 3,613.0 feet from the intersection of the centerline of Case Road with the centerline of the New York State Route 12E;</p>	Solar Land Purchase Agreement		April 1, 2019	2019-00004080

Owner Name	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
				Date	Doc No.
	<p>THENCE, from said point of beginning N.50°-13'-53"W. passing through an iron pipe set at a distance of 25.70 feet continuing a total distance of 1,090.04 feet to an iron pipe set;</p> <p>THENCE, N. 39°-46'-07"E. a distance of 1,417.95 feet to an iron pipe set;</p> <p>THENCE, S.50°-13'-53"E. a distance of 1,418.84 feet to an iron pipe set;</p> <p>THENCE, S.44°-19'-25"W. passing through an iron pipe set at a distance of 628.57 feet and continuing a total distance of 672.65 feet to a point in the centerline of Case Road;</p> <p>THENCE, generally southwesterly along the centerline of Case Road a distance of 807.2 feet to the point of beginning.</p> <p>CONTAINING 42.000 acres of land, more or less.</p> <p>EXCEPTING and RESERVING the rights of the public in Case Road.</p> <p>SUBJECT to any rights or restrictions of record.</p> <p>IT BEING the intent to describe a portion of the land conveyed by Earl C. Belsey & Helen Belsey to Robert Neill & Louise M. Neill by deed recorded in the Jefferson County Clerk's Office in Liber 869 at Page 27 on November 3, 1975.</p> <p>EXCEPTING AND RESERVING THEREFROM:</p> <p>ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Lyme, County of Jefferson and State of New York, bounded and described as follows:</p> <p>Beginning at a nail set in the centerline of Case Road, said point being 3613 feet, more or less, from the intersection of the centerline of Case Road and the centerline of Route 12E, said point also being at the intersection of the centerline of Case Road and the southwesterly boundary of a 42 acre parcel conveyed to Hochmuth by Neill and described in Book of Deeds 1093 on Page 159; thence North 50 degrees 13 minutes 53 seconds West along the southwesterly boundary mentioned above, a distance of 33.30 feet to an iron pipe found; thence continuing on the same bearing and along the lands of Neill (Bk 869 Pg 24 & 27) on the southwest, a distance of 310.10 feet to an iron pipe set; thence North 55 degrees 24 minutes 21 seconds East a distance of 269.41 feet to a point being the northern most corner of the lands of Hochmuth as described in Book of Deeds 1093 on Page 161; thence along the same bearing a distance of 134.47 feet to an iron pipe set; thence South 26 degrees 31 minutes 14 seconds East a distance of 300.00 feet to an iron pipe set; thence continuing along the same bearing a distance of 30.04 feet to a nail set in the centerline of Case Road; thence along the centerline of the highway, South 54 degrees 01 minutes 52 seconds West a distance of 20.97 feet; thence along the centerline of the highway, South 54 degrees 17 minutes 00 seconds West a distance of 179.17 feet; thence along the centerline of the highway, South 55 degrees 42 minutes 09 seconds West a distance of 66.76 feet to the point and place of beginning.</p> <p>Containing 2.5 acres of land.</p>				

Owner Name	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
				Date	Doc No.
Joshua L. Martin and Jennifer L. Bohall-Martin, husband and wife	<p>all that certain piece or parcel of land, situate, lying, and being in the Town of Lyme, Jefferson County, and State of New York, it being a part of lot No. 340 of the subdivision of great lot No. 4 of Macomb's purchase & is bounded as follows, viz: Beginning at the most S'yly corner of said lot No. 340 in the center of the highway & N. 35 & 1-2 deg. E. 3 chs. 23 2-3 lks. from a stone set in the division line between the Towns of Brownville & Lyme marked T. line; thence along the Morris tract line N. 53 deg. W. 38 chs. and 4 lks. to a stone marked I.C.; thence N. 39 1-2 deg. E. 20 chs. 36 1-2 lks. to a stone marked I.C.; thence N. 53 & 1-2 deg. W. 43 lks. to a stone marked I.C. in the S'yly line of 104 34-100 acres of land deeded to W. I. Blodget; thence N. 68 1-2 deg. E. 57 chs. & 50 lks. to a stone marked I.C. in the S'yly line of 100 acres of land deeded to Amos Shepard; thence S. 18 deg. E. 6 chs. & 25 lks. to a stone marked I.C. in the aforesaid town line; thence along said line S. 35 1-2 deg. W. 65 chs. & 80 lks. to the place of beginning, containing 177 39-100 acres of land, be the same more or less, as surveyed by S. W. Griswold, October 4th 1848.</p> <p>Also all that tract or parcel of land situate in the Town of Lyme, County of Jefferson and State of New York, and bounded as follows: Beginning in the S. W'yly line of the Morris tract at a hub set in the center of the highway and nearly in front of said Knapp's dwelling house, running thence along the center of said highway S. 57 deg. W. 9 chs. and 21 lks. to an angle in said highway; thence continuing along said center S. 79 & 1-4 deg. W. 2 chs. & 25 lks. to a point bearing south Forty Three deg. W. a few feet from the center of a large pine stump; thence N. 43 deg. E. 10 chs. & 40 lks. to a stone set in the aforesaid line of the Morris tract; thence along said line S. 52 & 1-4 deg. E. 3 chs. & 85 lks. to the place of beginning, containing 2 & 1-4 acres of land, be the same more or less, as surveyed by J. Woodworth, November nineteenth 1856.</p> <p>HEREBY EXCEPTING AND RESERVING from the first parcel of land above described 19 33/100 of an acre of land conveyed by Charles M. Knapp and wife to William Dillenback by Warranty Deed dated March 26, 1868, and recorded in the Jefferson County Clerk's office June 13, 1869, in Liber 181 of Deeds at Page 79 and therein described as follows: all that tract or parcel of land, situate in the Town of Lyme aforesaid and bounded as follows, viz: Beginning at a point in the town line between the towns of Lyme and Brownville, a line stone set in the ground marked J.C. at the N. E'yly corner of the farm heretofore owned by John Clark and now owned and occupied by the party of the first part, it being also the N. W'yly corner of the farm of William O. Case of Brownville, and runs thence S. 38 deg. W. 19 chs. and 42 lks. along said town line; thence N. 18 1-2 deg. W. 16 chs. and 86 lks. to the Moore's tract line 16.86; thence along said line N. 71 1-2 deg. E. 15 chs. & 74 lks. 16.74 to the west N'yly corner of the said parties of the first part's farm as originally surveyed; thence S. 17 1-2 deg; E. 6 chs. & 25 lks. 6.25 to the place of beginning, containing 19 acres and 33-100 of an acre.</p> <p>Being the same premises conveyed to Charles E. Cean and Inez Cean by Richard H. Mount and Eva Jean Mount by Warranty Deed dated March 24, 1965, and recorded in the Jefferson County Clerk's office March 24, 1965, in Liber 765 of Deeds at Page 118.</p> <p>Intending hereby to describe and convey the same tract of parcel of land as were conveyed to Edwin S. Ketcham and Margaurite M. Ketcham, husband and wife, by Charles E. Cean and Inez Cean by deed dated June 10, 1965, and recorded June 10, 1965, in Jefferson County Clerk's office in Liber 768 of Deeds at Page 326.</p> <p>The words "party of the first part" and the words "parties of the first part's" appearing above in the paragraph commencing with the words "HEREBY EXCEPTING AND RESERVING" are copied verbatim from the said deed from Charles E. Cean and Inez Cean to Edwin S. Ketcham and Margaurite M. Ketcham (Liber 768 of Deeds at Page 326);</p> <p>BEING the same premises conveyed by Edwin S. Ketcham and Margaurite M. Ketcham to Reginald J. Schweitzer and Diane L. Schweitzer by deed dated August 10, 1976 and recorded in the Jefferson County Clerk's Office on the same date in Liber 875 of Deeds at Page 48.</p>	Solar Land Purchase Agreement	September 20, 2019	October 21, 2019	2019-00017005
Mountain River View Properties,	ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lyme, Jefferson County, New York, known as Tax	Land Lease and Solar	April 15, 2019	June 28, 2019	2019-00010207

Owner Name	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
				Date	Doc No.
<p>LLC, a/k/a Mountain Riverview Properties, LLC, a New York limited liability company</p>	<p>Parcel Number 62.00-2-11, located south of Morris Tract Road, Town Line and containing 2.10 acres of land.</p> <p>ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brownville, County of Jefferson and State of New York, known and described as follows: Beginning at the most southerly corner of Lot No. 340, of the subdivision of Great Lot No. 4, Macomb's Purchase, at a stone set in the center of the highway and in the line between Brownville and Lyme, and running thence along said town line N. 37 1/4 degrees E. 65 chs. 64 lks. to a stone set in the south line of L. Collins land; thence along said last mentioned line S. 18 degrees E. 22 chs. 52 lks. to a post in the north line of 81 A. deeded to Phillip Beasom by A. Copley and wife; thence along said line N. 75 degrees W. 14 chs. to a post at the most northerly corner of said 81 A.; thence along the northerly line of same S. 15 degrees W. 36 chs. 95 lks. to the center of the aforesaid highway; thence along same N. 87 1/2 degrees W. 23 chs. 20 lks. to the place of beginning, containing 72.98 A. of land, be the same more or less, as surveyed by J. Woodworth October 27, 1844.</p> <p>ALSO CONVEYING ALL THAT TRACT OR PARCEL OF LAND situate in said Town of Brownville aforesaid, bounded and described as follows, viz: Beginning in the center of the highway at the southwest corner of 30.40 A. contracted to L. Rogers a blue beach sapling corner on three sides 15 chs. westerly from the intersection of the highway at the southwest corner of Thos. Prin's lot; thence running N. 10 degrees 40 minutes E. along the line of said L. Rogers land and along the line of Cyrus Allen's land 31 chs. 80 lks. to the southeast corner of 52.34 A. of land deeded to Ginis Vandemeer; thence N. 75 degrees West along the bounds of said Vandemeer's land and lands deeded to L. Poolman 22 chs. 50 lks. to a corner of said Poolman's land; thence S. 15 degrees W. along said Poolman's land 37 chs. 8 lks. to the center of the aforesaid highway; thence S. 87 degrees E. along the center of the highway 25 chs. 65 lks. to the place of beginning, supposed to contain 81 A. of land, more or less, as surveyed by Joel Woodworth, and being part of subdivision of Nos. 453 and 454 of Great Lot No. 4 of Macomb's Purchase, and being the same lot deeded by Alexander Copley and wife to Phillip Beasem November 4, 1836.</p> <p>ALSO CONVEYING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brownville, County of Jefferson and State of New York, bounded and described as follows: Beginning at a post to the most northerly corner of 57.32 A. formerly contracted to S. A. Shaver and since deeded to J. Poolman; thence along the southeasterly line of same S. 18 degrees E. 28 chs. 75 lks. to a post in the northerly line of 81 A. contracted to J. Besom;</p>	Easement			

Owner Name	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
				Date	Doc No.
	<p>thence along said line S. 75 degrees E. 11 chs. to a post in the westerly line of Cyrus Allen's land; thence along said Allen's land and Charles Scott's 90.37 A. N. 10 degrees 40 minutes E. 38 chs. 90 lks. to a maple sapling at the northwest corner of 33.74 A. surveyed for R. Caulkins and in the southerly line of small lots Nos. 9 and 10 marked on a map to Barney William Stratton and Amos Shepard S. 70 degrees W. 25 chs. 46 lks. to the place of beginning, containing 52.34 A. of land, more or less, as surveyed by Joel Woodworth, and being part of Subdivision lot No. 454 and 339 of Great Lot No. 4, Macomb's Purchase.</p> <p>EXCEPTING AND RESERVING from the last described premises 10 A. of land deeded by Charles Rundell and wife to Isaac E. Atwood bounded and described as follows: Beginning at an ironwood post set for the southwest corner of 100 A. of land formerly deeded to Edwin Shepard and running thence N. 70 degrees E. on the south line of said 100 A. 20 chs. 90 lks. to a small maple stump in the west line of John M. Mounts survey; thence S. 10 degrees west 6 chs. 4 lks. to an ironwood post set in the west line of N. V. Weaver's survey; thence S. 70 degrees W. 17 chs. 90 lks. to an ironwood post set for the corner of William Dillenbeck's survey; thence N. 18 1/2 degrees W. on his easterly line 5 chs. 20 lks. to the place of beginning.</p> <p>EXCEPTING AND RESERVING THEREFROM, all that tract or parcel of land situate in the Town of Lyme, County of Jefferson and State of New York, more particularly described in a Referee's Deed from Paul W. Brown, Esq., Referee, to Olga Yaromich, Galina Yaromich and Pavel Yaromich, dated June 11, 1991, and recorded in the Jefferson County Clerk's Office on June 12, 1991, in Liber 1266 of Deeds, at Page 21.</p> <p>ALSO EXCEPTING AND RESERVING THEREFROM, all that tract or parcel of land situate in the Town of Brownville, County of Jefferson and State of New York, more particularly described in a Warranty Deed from Reginald Schweitzer and Diane Schweitzer to Pavel Yaromich and Olga Yaromich, dated February 1, 2001, and recorded in the Jefferson County Clerk's Office on February 5, 2001, in Liber 1776 of Deeds, at Page 261.</p> <p>BEING a portion of the same premises conveyed from Key Bank of Northern New York, N.A., to Reginald Schweitzer and Diane Schweitzer, by Warranty Deed dated December 1, 1986, and recorded in the Jefferson County Clerk's Office on December 1, 1986, in Liber 1049 of Deeds, at Page 346.</p>				



JEFFERSON COUNTY - STATE OF NEW YORK
 GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK
 175 ARSENAL STREET
 WATERTOWN, NEW YORK 13601

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



Recording:

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

Sub Total: 100.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 100.00

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

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

Transfer Tax #: 568
 Exempt
 Consideration: 0.00

Total: 0.00

INSTRUMENT #: 2019-00015152
 Receipt#: 2019026899
 Clerk: DA
 Rec Date: 09/16/2019 12:46:22 PM
 Doc Grp: DEE
 Descrip: MEMORANDUM OF LEASE
 Num Pgs: 11
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC

Party1: DAY GEORGE A JR
 Party2: MEMORANDUM OF LAND LEASE AND
 SOLAR EASEMENT
 Town: BROWNVILLE

WARNING***

***Information may change during the verification process and may not be reflected on this page

Gizelle J. Meeks
 Jefferson County Clerk

Record and Return To:

GERONIMO ENERGY
 7650 EDINBOROUGH WAY
 STE 725
 EDINA MN 55435 9863

Drafted by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 25 day of June, 2019 by and between George A. Day, Jr., and Bethel M. Day, as Co-Trustees of the George A. Day Jr., and Bethel M. Day Revocable Trust U/T/A dated March 13, 2019, whose address is : 27339 Weaver Road, Chaumont, NY 13622 (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Jefferson, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated June 25, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 24 day of June, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of

the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated June 25, 2019 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

The remainder of this page is intentionally blank.

LESSOR SIGNATURE PAGE

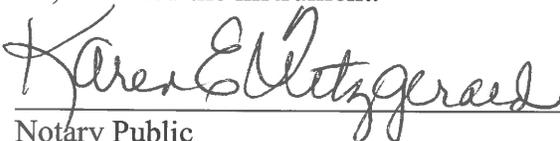
George A. Day, Jr., and Bethel M. Day
Revocable Trust U/T/A dated March 13,
2019


George A. Day, Jr., Co-Trustee


Bethel M. Day, Co-Trustee

STATE OF NEW YORK)
COUNTY OF Jefferson) ss.

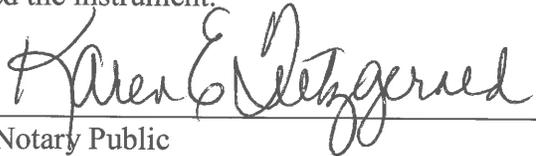
On the 6th day of May in the year 2019, before me, the undersigned, personally appeared George A. Day, Jr., Co-Trustee of the George A. Day, Jr., and Bethel M. Day Revocable Trust U/T/A dated March 13, 2019, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

KAREN E. FITZGERALD
Notary Public, State of New York
Qual. in Jefferson Co. No. 01F15053494
Commission Expires April 29, 2022

STATE OF NEW YORK)
COUNTY OF Jefferson) ss.

On the 6th day of May in the year 2019, before me, the undersigned, personally appeared Bethel M. Day, Co-Trustee of the George A. Day, Jr., and Bethel M. Day Revocable Trust U/T/A dated March 13, 2019, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in his/her/their capacity(ies), that by ~~his/her~~ their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

KAREN E. FITZGERALD
Notary Public, State of New York
Qualified in Jefferson Co. No. 01F15059494
Commission Expires April 29, 2022

SCHEDULE A
TO MEMORANDUM

DESCRIPTION OF PROPERTY

Tax Parcel No.: 62.00-1-63

and assigns forever, all THAT CERTAIN PIECE OR PARCEL OF LAND, situated in the town of Brownville, County of Jefferson and State of New York, and bounded as follows to wit: South easterly by the high-way leading in 1847 from the turnpike by Wm. Kune's saw mill. Northerly by lands formerly deeded to R. Calkins and Wm. Kune. Northwesterly by land formerly owned by Hosea Robbins and south westerly by land formerly contracted to Charles Scott and later owned by I.I. Hunt, supposed to contain fifteen acres and seventy seven one hundredths of an acre of land be the same more or less as surveyed by J. Woodworth, it being part of lot No. 465 of the subdivision of great lot No. 4 of Macombs purchase.

ALSO ALL THOSE TWO PIECES OF LAND, situate in the town of Brownville, County of Jefferson and State of New York, being parts of lots No. 456 and 465 of the subdivisions of great Lot No. 4 of Macombs purchase and bounded as follows viz. the first piece begins at the south west corner of land formerly of R. Calkins thence along the south line of the same E. 26 chains 67 links to a post at the north west corner of land formerly contracted D. Arnold, thence along the west line of the same south 18 chs 50 lks to a post in the north line of land deeded to Charles Scott. Thence along said line West 27 chains & 78 links to the easterly line of thirty three $74/100$ acres of land deeded to J.H. Hunt -- Thence along the same North 14 deg. East 4 chs and 58 links -- Thence continuing along the same 14 chains and 42 links to the place of beginning supposed to contain fifty acres of land be the same more or less as surveyed by Joel Woodworth in 1833. The second piece begins at the south west corner of fifty five $94/100$ acres of land deeded to James Shields. Thence along the south line of the same south 89 deg. East 14 chs and 50 links to an ash post Thence S. 12 chs. 25 lks. to an oak post -- thence North 89 deg. West 16 chs. and 50 links to a post at the south east corner of Ninety $37/100$ acres of land deeded Charles Scott. Thence: Northerly along said line 12 chains and 70 links to the place of beginning supposed to contain 20 $14/100$ acres of land be the same more or less as surveyed by J. Woodworth aforesaid.

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in Brownville, County of Jefferson and State of New York and is bounded as follows to wit. Beginning at a post at the northeast corner of 90 $37/100$ acres deeded to Charles Scott, running thence along said Scott's north line West 11 chains and 27 links to the southeast corner of fifty acres sold to Amos Hill. Thence along the east line of the same North to the centre of the highway N.E. about 6 chains and 75 links. Thence south 89 degrees East 8 chains and 82 links to a post in the westerly line of land formerly of D. Carpenter. Thence along said line south 23- $1/4$ degrees West 7 chains and 26 links to the place of beginning containing seven

acres and forty six hundredths of an acre of land be the same more or less as surveyed by J. Woodworth it being part of lot No. 465 of subdivision of great lot No. 4 of Macombs purchase.

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND situated in the town of Brownville, County of Jefferson and State of New York and bounded as follows, viz: Beginning at a point in the centre of the highway a few rods N. Ely. of the line between lots No. 454 and 465 and the most N. Ely. corner of land formerly of Cyrus Allen, running thence along the N. line of said Allen's land N. 86° W. 57 chs. 61 lks. to a post at the N.W. corner of the same, thence N. 10° 40' E. 14 chs. 40 lks. to a post, it being along the bounds of 52 34/100 acres deeded to James Henderson; thence E. to and along the S. line of 33 74/100 contracted to Charles Scott and by him assigned to James Hunt; 50 acres contracted to Amos Hills and 28 5/100 contracted to I. Arnold 59 chs. and 41 lks. to the center of the aforesaid highway. Thence along the same S. 23+1/2° W. 12 chs. 95 lks. to a tree in said highway. Thence continuing along the same S. 8-1/2° E. 5 chs. 23 lks. to the place of beginning, containing 90 acres and 37/100 of land be the same more or less as surveyed by Joel Woodworth, it being part of lots No. 454, 456, and 465 of the subdivision of great lot No. 4 of McCombs purchase and is the same land deeded by Alexander Copley and wife to Charles Scott by deed dated 17 day of June, 1837, and recorded in the Office of the Clerk of the County of Jefferson on the 26 day of June 1837 in Liber B3 of deeds, page 64 &c.

ALSO all that other certain piece or parcel of land situated in the town of Brownville, County of Jefferson and State of New York and bounded as follows, to wit: Beginning at an oak post in the W. line of land formerly of Roswell Calkins 11 ch and 80 lks. from or N. of the S.W. corner of the same from thence S. along the W. line of said Calkins land, and W. line of land contracted to Amos Hills 16 chs. and 22 lks.; thence S. 14° 1W. 4 chs. and 57 lks. to a point 50 lks. W. of a post and in the N. line of 90 and 37/100 acres of land deeded to Charles Scott; thence along the same W. 20 chs. and 36 lks. to a post standing in the S. line of 52 34/100 acres of land deeded to S. Vanderveer; thence along the same N. 3-3/4 E. 13 chs. and 43 lks. to a maple sapling in the S. line of about 13 and 86/100 acres of land deeded to Benedict Arnold, thence N. 69° E. 20 chs. and 65 lks. to the place of beginning, containing 33 acres and 73/100 of an acre of land be the same more or less as surveyed by Joel Woodworth, it being part of Lots No. 454 and 456 of the subdivision of Great lot No. 4 of McComb's Purchase and is the same land deeded by Alexander Copley and wife to James J. Hunt by deed dated Oct. 15, 1842.

EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brownville, Jefferson County, State of New York, bounded and described as follows:

BEGINNING at a point marked by a stake in the north-westerly margin of Weaver Road distant 760 feet, more or less, southwesterly from the intersection of said road margin with the boundary line between the property of the parties of the first part on the south and the Bassette property on the north; running thence at right angles to said road margin in a northwesterly direction a distance of 350 feet to a point marked by a stake; running thence in a southwesterly direction parallel with said road margin a distance of 1050 feet more or less to a point marked by a stake; running thence at right angles to said road margin in a south-easterly direction a distance of 350 feet to a point in said road margin marked by a stake; running thence in a northeasterly direction along said road margin a distance of 1,050 feet more or less to the point or place of beginning; containing approximately 8.44 acres of land. Together with all of the right, title and interest of the parties of the first part in the portion of Weaver road which adjoins said premises. Being a portion of the premises conveyed by Leota F. Weaver to Leota F. Weaver and J. Virgil Weaver by deed dated November 27, 1963 and recorded in the Jefferson County

Clerk's Office on November 27, 1963 in Liber 744 of Deeds at page 557
The premises hereby conveyed being all of the 217.47 acres of land
described in the last mentioned deed, except said 8.44 Acre parcel.
~~together with the appurtenances and all the rest.~~

The parcel contains approximately 204.680 acres more or less.

**SCHEDULE A-1
TO MEMORANDUM**

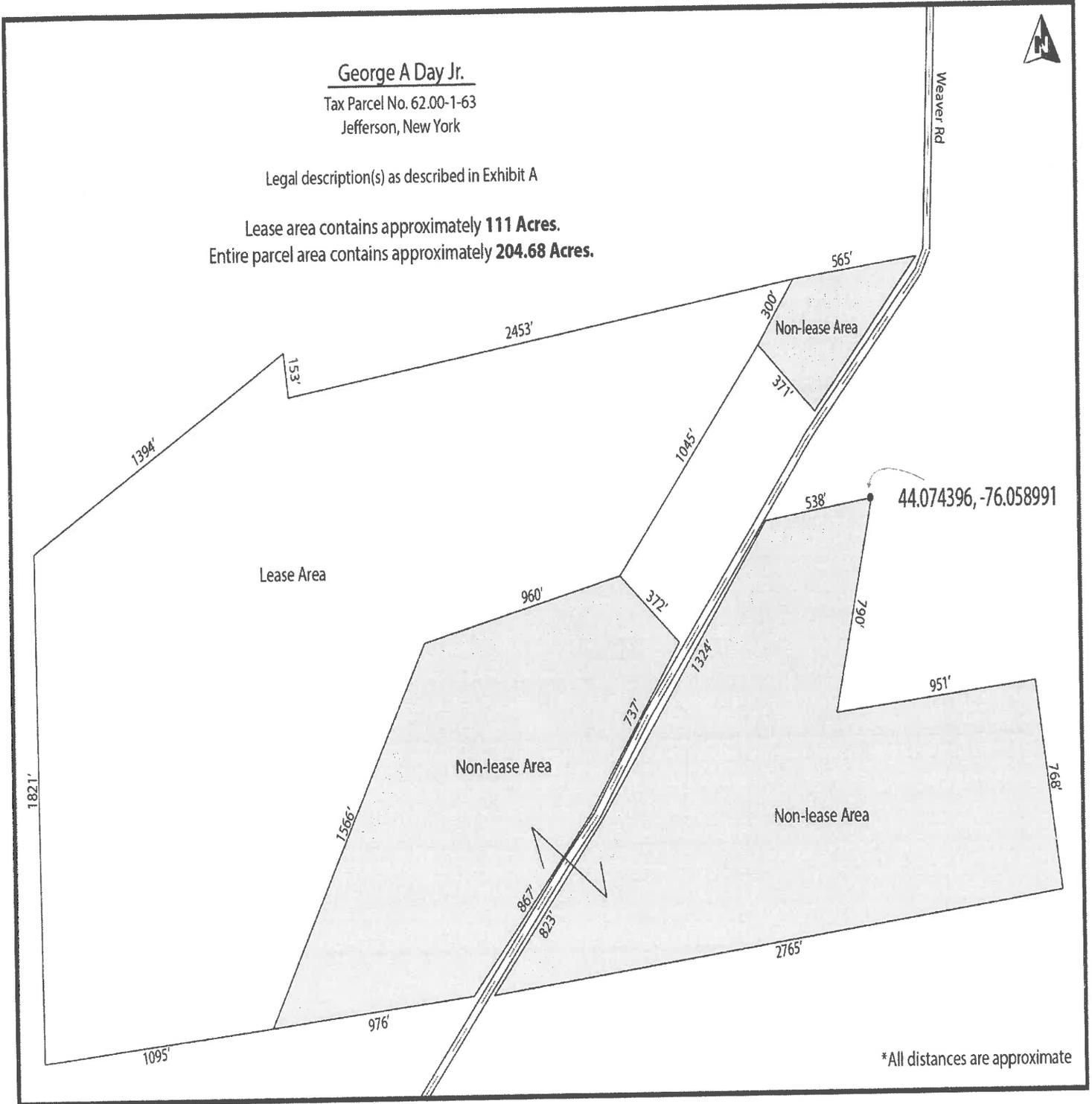
SITE PLAN

George A Day Jr.

Tax Parcel No. 62.00-1-63
Jefferson, New York

Legal description(s) as described in Exhibit A

Lease area contains approximately **111 Acres.**
Entire parcel area contains approximately **204.68 Acres.**





JEFFERSON COUNTY - STATE OF NEW YORK
 GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK
 175 ARSENAL STREET
 WATERTOWN, NEW YORK 13601

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: 2019-00008280

Receipt#: 2019016968

Clerk: AG

Rec Date: 06/07/2019 11:16:30 AM

Doc Grp: DEE

Descrip: MEMORANDUM OF LEASE

Num Pgs: 9

Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC

Party1: BURGER MICHAEL R

Party2: MEMORANDUM OF LAND LEASE AND
 SOLAR EASEMENT

Town: LYME

Recording:

Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 90.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 90.00

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

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

Transfer Tax #: 3460

Exempt

Consideration: 0.00

Total: 0.00

WARNING***

***Information may change during the verification process and may not be reflected on this page

Gizelle J. Meeks
 Jefferson County Clerk

Record and Return To:

GERONIMO
 7650 EDINBOROUGH WAY STE 725
 EDINA MN 55435 9863

Drafted by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 28 day of May, 2019 by and between Michael R. Burger and Kristina M. Burger, husband and wife, whose address is: 12771 Bishop Street Road, Adams, NY 13605 (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Jefferson, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated May 28, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 27 day of May, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall

automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated May 28, 2019 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit

of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

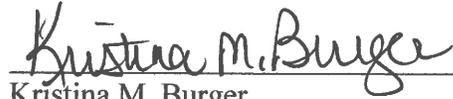
5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

The remainder of this page is intentionally blank.

LESSOR SIGNATURE PAGE


Michael R. Burger


Kristina M. Burger

STATE OF NEW YORK)
COUNTY OF Jefferson) ss.

On the 17th day of May in the year 2019, before me, the undersigned, personally appeared Michael R. Burger and Kristina M. Burger, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

CHRISTOPHER M. CASTLE
Notary Public, State of New York
No. 01CA5050352
Qualified in Jefferson County
My Commission Expires Oct. 10, 2021

**SCHEDULE A
TO MEMORANDUM**

DESCRIPTION OF PROPERTY

Tax Parcel No.: 62.00-2-23.35

ALL THAT TRACT OR PARCEL of land situate in the Town of Lyme, County of Jefferson, State of New York, bounded and described as follows;

Beginning at a point in the center of Case Road at the northeasterly corner of a parcel of land owned by Jesse D. Linstruth and Kristi J. Linstruth (2005-15761);

Thence along said Linstruth parcel of land the following two (2) courses and distances:

- 1) N 46°33'20" W a distance of 798.66 feet to a 1/2" iron pipe found at the northwesterly corner thereof, passing through a 1/2" iron pipe found at 42.43 feet;
- 2) S 46°59'23" W a distance of 299.78 feet to a 1/2" iron pipe found at the southwesterly corner thereof, being a point on the northeasterly line of a parcel of land owned by Robert D. Goutremout and Tammy M. Goutremout (2010-14943);

Thence along the parcel of land owned by Goutremout the following two (2) courses and distances:

- 1) N 46°33'53" W a distances of 814.35 feet to a 5/8" iron pin/cap found at the northwesterly corner thereof;
- 2) S 53°38'46" W a distance of 550.18 feet to a 5/8" iron pin/cap set in the center of the old railroad property, passing through a 5/8" iron pin/cap found at 516.66 feet at the southwesterly corner thereof;

Thence N 46°27'13" W along the center of said old railroad, also being the lands of Timothy M. Hodge, Dessiary J. Goutremout, and Jacques A. Cerow (2012-4076) a distance of 1172.76 feet to a 5/8" iron pin/cap set on the southeasterly line of a parcel of land owned by Lynn F. Goutremout (L.1501 P.191);

Thence along last said Goutremout parcel of land the following two (2) courses and distances:

- 1) N 48°46'00" E a distances of 33.15 feet to a 5/8" iron pin/cap set at the corner thereof;
- 2) N 46°40'45" W 260.00 feet to a 1/2" iron pipe found at the intersection of said line with the division line between a parcel of land owned by George A. Day and Bethel M. Day (L.817 P.707) on the northwest and a parcel of land owned by Lynn F. Goutremout (L.1501 P.187, on the southeast;

Thence N 48°12'13" E along last said division line a distance of 1454.33 feet to a 5/8" iron pin/cap set at the intersection of last said line with the division line between a parcel of land owned by Della Sue Haas, H. Lee VanAlstyne and Christine Monnat (2007-20472) on the northeast and a parcel of land owned by Lynn F. Goutremout (L.1501 P.187), on the southwest;

Thence S 42°00'15" E along last said division line and the division line between a parcel of land owned by Jennifer L. Bohall-Martin and Josha L. Martin (2011-15871) on the northeast and a parcel of land owned by Lynn F. Goutremout (L.1501 P.187) a distance of 3310.57 feet to the center of Case Road, passing through a 5/8" iron pin/cap set at 3270.57 feet;

Thence along the center of Case Road the following two (2) courses and distances:

- 1) S 78°48'11" W a distance of 327.33 feet;
- 2) S 76°06'33" W a distance of 134.65 feet to the point of beginning.

Containing 71.67 Acres of land, more or less as surveyed by Michael W. Battista L.S. 49744, August 30 thru September 6, 2013.

Being a Portion of land conveyed to Timothy M. Hodge, Dessiary J. Goutremout, and Jacques A. Cerow by Lynn F. Goutremont, recorded in the Jefferson County Clerk's Office as Instrument No. 2012-4076.

SUBJECT TO the rights of the public inandto the roadbed and roadway of the Case Road.

TOGETHER WITH a 25 foot wide Right of Way for ingress and egress to NYS Rte. 12E, beginning at a 3/4" iron pipe found on the northerly margin of NYS Rte. 12E at the most southerly corner of a parcel of land owned by Stuart Ruttan and Gregory Youngs (2005-5497);

Thence N 47°02'41" E along said southerly line thereof and continuing a total distance of 763.46 feet to a 5/8" iron pin/cap set in the center of the old railroad property;

Thence S 47°26'13" E a distance of 25.04 feet to a 5/8" iron pin/cap set;

Thence S 47°02'41" W a distance of 764.66 feet to a 5/8" iron pin/cap set on the northeasterly margin of NYS Rte. 12E;

Thence N 43°41'56" W a distance of 25.00 feet to the point of beginning;

TOGETHER WITH AND SUBJECT TO any other easements, exceptions, rights, privileges obligations, covenants, and conditions of record.

The parcel contains approximately 71.67 acres more or less.

**SCHEDULE A-1
TO MEMORANDUM**

SITE PLAN

