

AGENT AND PROJECT AGREEMENT

THIS AGENT AND PROJECT AGREEMENT ("Agreement"), made as of December 11, 2017 by and between the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices located at One Cablevision Center, Ferndale, New York 12734 ("Agency") and NY DELAWARE II, LLC, a New York limited company, having its principal offices located at 33 Irving Place, Suite 1090, New York, New York 10003 ("Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 560 of the Laws of 1970 of the State of New York ("State") pursuant to Title I of Article 18-A of the (General Municipal Law of the State of New York (collectively referred to as the "Enabling Act") as a body corporate and politic and as a public benefit corporation of the State; and

WHEREAS, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, pursuant to and in connection with the provisions of the Enabling Act, the Agency is empowered under the Act to undertake the providing of financing and taking of title or a leasehold interest in the Project (as described below); and

WHEREAS, the Project (as hereinafter defined) shall be constructed on a 10.04 ± acre of real estate which is a portion of an approximately 63.05 ± acres located at 309 Hospital Road, Town of Delaware ("Town"), County of Sullivan ("County"), State and identified on the Town tax map as Section 17, Block 1, Lot 2 ("Land"); and

WHEREAS, the Land is owned by Frank Mustica and Agostino Mustica and has been leased to the Company pursuant to a long term ground lease (the "Ground Lease"); and

WHEREAS, the Company presented an application ("Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project consisting of the construction of an approximately 1.50MW solar photovoltaic electricity generating facility that will be interconnected to the New York State Electric and Gas

("NYSEG") electrical grid ("Project"). The Project is new construction and will be comprised of (a) racking to mount the solar modules; (b) solar modules; (c) inverters and transformers to sit on a concrete inverter pad and (d) assorted electrical components and wiring. The solar array will be constructed on the Land; and

WHEREAS, by resolution, dated December 11, 2017 ("Resolution"), the Agency authorized the Company to act as its agent for the purposes of constructing the Project and conferred on the Company certain financial assistance consisting of: (a) an exemption from all State and local sales and use tax for the purchases and rentals related to the Project with respect to the qualifying personal property included in or incorporated into the Project or used in the construction of the Project, (b) an exemption from mortgage recording tax, and (c) a partial abatement from real property taxes for a period of five (5) years following the statutory exemption from real property taxes under Real Property Tax Law Section 487, which exemption shall be conferred through a certain payment in lieu of tax agreement requiring the Company to make payments in lieu of taxes ("PILOT") for the benefit of each municipality and school district having taxing jurisdiction over the Project, (collectively, the sales and use tax exemption, the mortgage recording tax exemption, and the partial abatement from real property taxes, are hereinafter collectively referred to as the "Financial Assistance"). Provision of Financial Assistance is subject to the Company entering into this Agreement; and

WHEREAS, pursuant to and in accordance with Sections 859-a and 874 of the Enabling Act, the Agency requires, as a condition and as an inducement for it to provide any Financial Assistance, that the Company enter into this Agreement for the purposes of, among other things, governing administration of and provide assurances with respect to the provision and recapture of said Financial Assistance upon the terms herein set forth; and

WHEREAS, this Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Purpose of Project. The purpose of the Agency's provision of Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the constructing, improving and maintaining the Project to advance job opportunities, health, general prosperity and economic welfare of the people of the County, and to specifically promote the investment commitment, employment commitment, and other commitments of the Company contained herein and within the Company's Application. Additionally, the Project will contribute to important State goals as set forth in the New York Community Distributed Generation Program ("CDG") which was approved and enacted by the Public Service Commission in 2015. CDG is part of the New York Reforming the Energy Vision initiatives, which has the goal of having 50% of the State's electricity generated from renewable sources by the year 2030.

2. Scope of Agency. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Resolution, and subject to applicable law, to acts reasonably related to the construction of the Project. The right of the Company to act as agent of the Agency shall expire on June 30, 2018. The Agency shall issue subsequent periodic sales tax abatement letters to the Company, on not less than thirty (30) days prior written request by the Company, so long as the Company is in compliance with the terms of this Agreement. The subsequent sales tax abatement letters shall be for periods of six (6) months. The aggregate amount of work performed as Agent for the Agency shall not exceed the amounts described in the Application of the Company in this matter. All contracts entered into by the Company as agent for the Agency shall include the following language:

"This contract is being entered into by NY Delaware II, LLC ("COMPANY")/SUBAGENT ("Agent"), as agent for and on behalf of the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY ("Agency"), in connection with a certain Project of the Agency for the benefit of the Agent consisting in part of the construction of the Project, all for incorporation on certain premises situate on a 10.04 ± acre of real estate which is a portion of an approximately 63.05± acres located at 309 Hospital Road, Town of Delaware ("Town"), County of Sullivan ("County"), State and identified on the Town tax map as Section 17, Block 1, Lot 2 ("Land"). The Project to be incorporated and installed on the Land and all services and rentals of equipment related to the construction of the Project shall be exempt from all New York State and local sales and use taxes if the construction thereof is effected in accordance with the terms and conditions set forth in the attached sales tax exemption instruction letter of the Agency; and the Agent hereby represents that this contract is in compliance with the terms of the Agent and Project Agreement by and between the Company and the Agency, dated as of December 11, 2017. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor hereby acknowledges and agrees to the terms and conditions set forth in this paragraph."

3. Fees.
- (a) Sales Tax Abatement Fee. To secure payment of the Agency's sales tax abatement fee, the Company shall deposit with the Agency FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS in escrow ("Escrow Deposit"). The Escrow Deposit shall be made contemporaneously with execution of this Agreement, the Agency has delivered to the Company a Sales Tax Abatement Letter, a copy of which is annexed hereto as Exhibit 3. The Company shall pay the Agency a sales tax abatement fee in an amount equal to half of one percent (0.5%) percent of taxable purchases related to the Project.

Prior to the extension of any Sales Tax Abatement Letter as contemplated by Section 2, the Company shall provide the Agency with a list of taxable purchases which have been made by the Company during the period authorized by the sales tax abatement letter (each a "Purchase Report"). For the purpose of such a report, a purchase shall be deemed to have occurred upon payment of an invoice relating to such purchase, and not at the time that goods or services are ordered or delivered. A check made payable to the Agency in an amount equal to half of one percent (0.5%) percent of the taxable purchases shall accompany the Purchase Report. In the event the Purchase Report and an accompanying payment are not received by the Agency, the Agency shall notify the Company of its failure to submit the Purchase Report and accompanying payment, in which event the Company shall have ten (10) days within which to submit the Purchase Report and payment. If the Company fails to submit the Purchase Report and payment following the notice and cure period, the Agency may immediately withdraw and pay over to the Company the entire Escrow Deposit and terminate the agent status of the Company; provided, however, that within thirty (30) days after the filing by the Company of Form ST-340 for the year in which the termination occurs (a copy of which shall be provided to the Agency at the time it is filed with the New York State Department of Taxation and Finance), either (x) the Company shall pay to the Agency any additional fee which is due but has not yet been paid in connection with taxable purchases for which the Company availed itself of the abatement prior to termination, or (y) the Agency shall refund to the Company any amount of the fee previously paid to the Agency that exceeds the amount due to the Agency for taxable purchases for which the Company availed itself of the abatement prior to termination. In the event, that the Company has completed the Project and does not request an extension of its sales tax abatement letter, the Company must provide the Agency with a Purchase Report at the earlier of (a) thirty (30) days of completion of the Project; or (b) thirty (30) days of expiration of the Sales Tax Abatement Letter.

Upon termination of the Sales Tax Abatement Letter, the Company shall immediately commence paying sales tax on all purchases made on or after the date of termination and shall provide written notice to the Company's current vendors advising of the termination of the Agency's Sales Tax Abatement Letter. Evidence of the notice of termination to its vendors shall be supplied by the Company to the Agency within ten (10) days of termination.

(b) Project Administration Fee. On or before the earlier of three (3) months from date hereof or the date of closing of a straight lease transaction for the Project, the Company shall pay the Agency a Project Administration Fee of THIRTY THOUSAND AND 00/100 (\$30,000.00) Dollars.

4. Confirmatory Bill of Sale. When the Project is materially complete and prior to the Project being placed in service, the Agency shall deliver to the Company the Confirmatory Bill of Sale in substantially the form annexed hereto as Exhibit 4.

5. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project:
- (a) The term of the Ground Lease is longer than the period of time the Agency will be involved with the Project.
 - (b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.
 - (c) The Project and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Project, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (c).
 - (d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact, in any material manner, on the Company's ability to fulfill its obligations under this Agreement.
 - (e) The Company covenants (i) that the Project will comply in all respects with all applicable environmental laws and regulations, (ii) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Project, except in compliance with all applicable laws, (iii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Project or onto any other property, (iv) that no asbestos will be incorporated into or disposed of on the Project, (v) that no underground storage tanks will be located on the Project, except in full compliance at all times with all applicable laws, rules, and regulations, and (vi) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is, to the knowledge of the Company, threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section 5(e) shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with

respect to, and agrees to defend, indemnify, and hold harmless the Agency, its directors, officers, employees, members, agents (except the Company), representatives, their respective successors and assigns and personal representatives from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section 5(e). In the event the Agency has reasonable grounds to believe that Company may be in violation of any of the above, and if Company does not provide evidence to the contrary reasonably satisfactory to the Agency within twenty (20) days after notice thereof, the Company agrees to pay the third party expenses of the Agency incurred in order to determine whether such violation has occurred upon demand.

- (f) The Company further (i) covenants and agrees that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in the amount up to \$981,950, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed \$78,556, (ii) confirms that the mortgage recording tax exemption amount shall not exceed \$20,000, and (iii) confirms that the real property tax abatement benefits to be provided to the Company shall conform to those contained within the PILOT attached hereto as Exhibit 5(f).
- (g) The Company further covenants and agrees to complete "IDA Appointment of Project Operator or Agent For Sales Tax Purposes" (NYS Form ST-60), in the form attached hereto as Exhibit 5(g), for each agent, subagent, contractor, subcontractor, if any, contractors or subcontractors of such agents and subagents, if any, and such other parties as the Company chooses who provide materials, equipment, supplies or services and forward said form to the Agency within twenty (20) days of appointment.
- (h) The Company further covenants and agrees to file an annual statement with the State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (NYS Form ST-340), attached hereto as Exhibit 5(h), regarding the value of sales and use tax exemptions the Company, its agents, subagents, consultants or subcontractors have claimed pursuant to the agency conferred on the Company with respect to the Project in accordance with General Municipal Law Section 874(8). The Company further covenants and agrees that it will, within ten (10) days of each filing, provide a copy of same to the Agency; provided, however, in no event later than February 15th of each year. The Company understands and agrees that the failure to file such annual statement will result in the termination of the Company's authority to act as agent for the Agency.

- (i) The Company acknowledges and agrees that all purchases made in furtherance of the Project shall be made using "IDA Agent or Project Operator Exempt Purchase Certificate" (NYS Form ST-123), a copy of which is attached hereto as Exhibit 5(i)-1 (for use by the Company) and Exhibit 5(i)-2 (for use by subagents of the Company), and it shall be the responsibility of the Company (and not the Agency) to complete NYS Form ST-123. The Company acknowledges and agrees that it shall identify the Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Company is making purchases of tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Company acknowledges and agrees that the bill or invoice should state, *"I, the _____ of NY Delaware II, LLC, certify that I am a duly appointed agent of County of Sullivan Industrial Development Agency ("IDA") and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under the agent agreement with the County of Sullivan Industrial Development Agency." The Company further acknowledges and agrees that the following information shall be used by the Company to identify the Project on each bill and invoice: "the name of the Project, the street address of the Project site."*
- (j) The Company acknowledges and agrees that the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder.
- (k) In accordance with Section 875(3)(b) of the Enabling Act and the Agency's Project Recapture and Termination Policy, the Company covenants and agrees that it will be subject to the recapture of State sales and use tax exemption benefits taken (i) in excess of the amounts authorized by the Agency, (ii) on purchases not entitled to the sales and use tax exemption, (iii) on property or services not authorized by the Agency as part of the Project or (iv) when the Company fails to meet and maintain certain material terms and conditions ("Material Terms") as set forth herein.
- (l) In the event of a recapture of the sales and use tax benefit pursuant to Section 875(3)(b) of the Enabling Act and the Agency's Project Recapture and Termination Policy, the Company covenants and agrees (i) to cooperate with the Agency in its efforts to recover or recapture such sales and use tax exemption benefits and (ii) promptly pay over any such amounts to the Agency as the Agency demands in connection therewith.
- (m) In accordance with Section 874(10) and (11) of the Enabling Act and the Agency's Project Recapture and Termination Policy, the Company covenants and

agrees that it may be subject to suspension, termination, modification or recapture of any or all Financial Assistance in the sole discretion of the Agency if (i) an event of a material violation of the Material Terms occur; or (ii) the Company made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the Application or supporting documents false or misleading in any material respect, on the Application for Financial Assistance. For purposes of paragraphs (k) and (l) of this Section 5, Material Terms shall mean completing the Project as described herein and on the Application.

- (n) In accordance with Section 859-a(6)(b) of the Enabling Act, the Company covenants and agrees to annually provide a certified statement (i) enumerating the full time equivalent jobs retained and created as a result of the Financial Assistance, by category, including independent contractors or employees of independent contractors that work at the Project location; and (ii) indicating the salary and fringe benefit averages or ranges for categories of jobs retained and created that was provided in the Application is still accurate and if not, providing revised information.
- (o) In accordance with Section 859-a(6)(b) of the Enabling Act, the Company confirms and acknowledges under the penalty of perjury that as of the date hereof, the Company is, to the knowledge of the Company, in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.
- (p) The Company acknowledges and agrees that a failure by the Company to provide any certification, form or other reporting information required by this Agreement shall constitute an event of default hereunder, whereby the Agency, in its sole and absolute discretion, may suspend, terminate, modify or recapture of any or all Financial Assistance.

6. Hold Harmless Provision. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its directors, officers, employees, members, agents (except the Company), representatives, their respective successors and assigns and personal representatives harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Project or breach by the Company of this Agreement; or (ii) liability arising from or expense incurred by the Agency's constructing, owning and leasing of the Project, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expense, incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or

negligence on the part of the Agency, or its respective directors, officers, employees, members, agents (except the Company), and representatives, their respective successors and assigns and personal representatives and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.

7. Insurance Required. Effective as of the date hereof and until the Agency consents in writing to a termination, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

- (a) Worker's compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project.
- (b) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable Worker's Compensation Law; and a blanket excess liability policy in the amount not less than \$2,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

8. Additional Provisions Respecting Insurance.

- (a) All insurance required by Section 7 shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company (and reasonably satisfactory to the Agency) and authorized to write such insurance in the State. Such insurance may be written with deductible amounts not exceeding \$10,000.00. All policies evidencing such insurance shall provide for at least thirty (30) days written notice of the cancellation thereof to the Company and the Agency.
- (b) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Agency on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

9. Counterpart Signatures. This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but which together shall constitute a single instrument.
10. Notices. All notices provided for by this Agreement shall be made in writing, and shall be deemed to have been given on the date of delivery if personally served on the party to whom notice is to be given, or on the next day after mailing if mailed to the party to whom notice is to be given by overnight courier of national reputation providing evidence of receipt and properly addressed, or on the third day after mailing if mailed to the party to whom notice shall be given by First Class, Certified mail, postage prepaid and properly addressed to the following:

To the Agency:

County of Sullivan Industrial Development Agency
One Cablevision Center
Ferndale, New York 12734
Attn: Executive Director

with a copy to:

GARIGLIANO LAW OFFICES, LLP
449 Broadway, P.O. Drawer 1069
Monticello, New York 12701
Attn: Agency Counsel

To the Company:

NY Delaware II, LLC
33 Irving Place, Suite 1090
New York, New York 10003

with a copy to:

Law Office of Richard Chun, PLLC
33 Irving Place, Suite 1090
New York, New York 10003

or at such other addresses and/or addressees as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section 10.

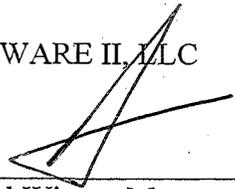
11. Governing Law. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein. The parties hereto designate a court of proper jurisdiction located in Sullivan County, New York as the sole venue for resolution of any disputes, which may arise under or by reason of this Agreement.

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

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY


By: Steve White, Chief Executive Officer

NY DELAWARE II, LLC


By: Richard Winter, Manager

SCHEDULE A

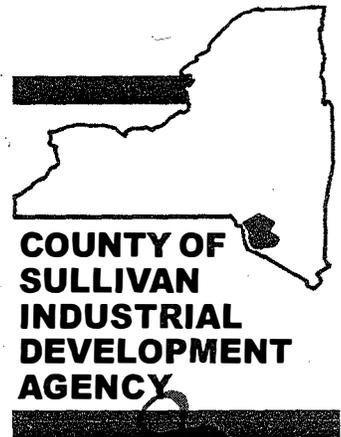
LIST OF APPOINTED AGENTS¹

1. NY Delaware II, LLC
2. Empire Valorize, LLC
3. M+W Energy, Inc.
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

¹ FOR EACH AGENT APPOINTED BY THE COMPANY, A NYS FORM ST-60 MUST BE COMPLETED AND FILED BY THE COMPANY WITH THE NYS DEPARTMENT OF TAXATION AND FINANCE IDA UNIT INDICATING THE APPOINTMENT OF SUCH AGENT OF THE COMPANY.



One Cablevision Center
Ferndale, New York 12734
(845) 295-2603
(845) 295-2604 FAX
TDD 711



December 11, 2017

To Whom It May Concern:

Re: New York State Sales and Use Tax Exemption
County of Sullivan Industrial Development Agency and NY Delaware II, LLC
("Company") - Project

Pursuant to TSB-M-87(7) issued by the New York State Department of Taxation and Finance on April 1, 1987, you have requested a letter from the County of Sullivan Industrial Development Agency ("Agency") containing the information required by said policy statement regarding the sales tax exemption with respect to the purchase, lease or rental of building materials, furniture, fixtures, equipment and supplies to be used in connection with the construction of the following described Project by the Company:

construction of an approximately 1.50MW solar photovoltaic electricity generating facility that will be interconnected to the New York State Electric and Gas ("NYSEG") electrical grid ("Project"). The Project is new construction and will be comprised of (a) racking to mount the solar modules; (b) solar modules; (c) inverters and transformers to sit on a concrete inverter pad; and (d) assorted electrical components and wiring. The solar array will be constructed on a 10.04 ± acre of real estate which is a portion of an approximately 63.05 ± acres located at 309 Hospital Road, Town of Delaware ("Town"), County of Sullivan ("County"), State and identified on the Town tax map as Section 17, Block 1, Lot 2 ("Land").

On December 11, 2017, the Agency, a corporate governmental Agency constituting a body corporate and politic and a public benefit corporation and a governmental agency of the State of New York adopted a resolution whereby the Agency appointed the Company as its agent to construct the Project.

This is to certify that purchases, leases or rentals by the Agency, through its agent, the Company, of materials to be incorporated into the Project and purchases, leases or rentals of supplies, tools, equipment, or services necessary to acquire, construct such Project are exempt

* This Sales Tax Exemption Letter shall not be used to abate sales tax on purchases of motor vehicles.

EXHIBIT
2

from any sales or use tax imposed by the State of New York and any governmental instrumentality located within the State of New York.

It is further certified that since the Agency is a public benefit corporation, neither it, nor the Company as its agent, is required to furnish an "Exempt Organization Certificate" in order to secure exemption from sales or use tax for such items.

A copy of this letter retained by any vendor or seller to the Company as agent for the Agency, may be accepted by such vendor or seller as a "statement and additional documentary evidence of such exemption" as provided by New York Tax Law 1132(c)(2), thereby relieving such vendor or seller from the obligation to collect sales or use tax upon purchases or rentals of such materials, supplies, tools, equipment, or services by the Agency through its agent, the Company.

THIS LETTER SHALL BE IN EFFECT TO AND INCLUDING JUNE 30, 2018.

In the event you have any questions with respect to the above, please do not hesitate to contact me.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY

By: Steve White, Chief Executive Officer

60356-006v2

Expiring June 30, 2018

Exemption Application is denied for any reason, the Company shall pay (and hereby agrees to pay, subject to the Company's right to challenge the underlying assessments on the Land pursuant to ¶5 hereof) all real estate taxes levied upon the Land as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of the Exemption Application except to the extent that such denial results solely from the failure of the Agency to timely file the Exemption Application.

(c) Notwithstanding subparagraph a and b above, in the event that there is a change in applicable law after the effective date of this Agreement such that the Company is no longer entitled to an exemption for the Solar Array under RPTL 487 at the same level as provided under law in effect as of the effective date, upon Company's request the Agency shall file an Exemption Application under 412-a of the RPTL and 874 of the Act on or before the next applicable taxable status date and on or before each taxable status date thereafter during the term.

2. Agreement to Make Payments in Lieu of Taxes.

(a) RPTL §487 Exemption Period. During the period the Solar Array is exempt from general ad valorem real property taxes under RPTL §487 (years 1 to 15), the Company agrees to pay to the Agency at One Cablevision Center, Ferndale, New York 12734, or at such other address as shall be designated from time to time by the Agency (the "Agency's Offices"), payments in lieu of tax (each a "PILOT Payment") equal to the greater of:

(i) Fifteen Thousand and 00/100 (\$15,000.00) Dollars; or

(ii) Six (6%) percent of the gross revenue from the sale of electricity generated by the Solar Array for the prior Electricity Sale Reporting Period (as herein defined). For purposes of this Section 2(a)(ii) "Electricity Sale Reporting Period" shall mean a period of 12 calendar months starting October 1 and ending on September 30. On or before October 31 following the first full 12 month Electricity Sale Reporting Period, the Company shall prepare and file with the Agency a statement, certified under oath, setting forth the gross revenue from the sale of electricity generated by the Solar Array for the immediately prior Electricity Sale Reporting Period.

(b) RPTL §412-a Exemption Period. During any period the Land and Solar Array are exempt from taxation under §412-a of the RPTL and §874 of the Act, the Company agrees to pay the Agency at the Agency's Offices a PILOT payment equal to what the real estate taxes on the unimproved Land (without giving effect to any increase to the assessed value associated with the Project) would have been if the Agency was not involved with the Project PLUS the greater of:

(i) Fifteen Thousand and 00/100 (\$15,000.00) Dollars; or

(ii) Six (6%) percent of the gross revenue from the sale of electricity generated by the Solar Array for the prior Electricity Sale Reporting Period.

2.3 The chart which follows sets forth the anticipated years of the overall twenty (20) year period for PILOT Payments under the Agency's Community Distributed Generation Tax Abatement Policy; the date that a PILOT Payment is due; and the appropriate tax periods to which the PILOT Payment applies. These periods are based on the expectation that the Solar Array will be placed in service between March 1, 2018 and March 1, 2019. The "Years" set forth in the first column of the chart shall be adjusted so Year 1 is the February 1 following the date the Solar Array is placed in service.

Year	PILOT Payment Due Date	School Fiscal Year Beginning	County and Town
1	February 1, 2019	July 1, 2018	January 1, 2019
2	February 1, 2020	July 1, 2019	January 1, 2020
3	February 1, 2021	July 1, 2020	January 1, 2021
4	February 1, 2022	July 1, 2021	January 1, 2022
5	February 1, 2023	July 1, 2022	January 1, 2023
6	February 1, 2024	July 1, 2023	January 1, 2024
7	February 1, 2025	July 1, 2024	January 1, 2025
8	February 1, 2026	July 1, 2025	January 1, 2026
9	February 1, 2027	July 1, 2026	January 1, 2027
10	February 1, 2028	July 1, 2027	January 1, 2028
11	February 1, 2029	July 1, 2028	January 1, 2029
12	February 1, 2030	July 1, 2029	January 1, 2030
13	February 1, 2031	July 1, 2030	January 1, 2031
14	February 1, 2032	July 1, 2031	January 1, 2032
15	February 1, 2033	July 1, 2032	January 1, 2033
16	February 1, 2034	July 1, 2033	January 1, 2034
17	February 1, 2035	July 1, 2034	January 1, 2035
18	February 1, 2036	July 1, 2035	January 1, 2036
19	February 1, 2037	July 1, 2036	January 1, 2037

20	February 1, 2038	July 1, 2037	January 1, 2038
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- 2.4. Other Agreements Relating to PILOT Payments. The Agency shall remit to the Taxing Jurisdictions PILOT Payments received hereunder within thirty (30) days of receipt and shall allocate the PILOT Payments among the Taxing Jurisdictions in the same proportion as normal real estate taxes would have been allocated but for the Agency's involvement.

The Company shall not be entitled to receive from the Agency or the Taxing Jurisdictions real property tax benefits relative to the Project for more than the period provided in this Agreement. The Company therefore agrees that it will not seek from the Agency or the Taxing Jurisdictions any such real property tax exemption for the Project which could provide benefits for more than the periods provided for in this Agreement.

3. Additional Payments. In addition to the PILOT Payments to be made by the Company to the Agency pursuant to this Agreement, the Company shall pay to the Agency all special assessments, special ad valorem levies, and any other charges for which the Agency shall be liable by reason of its interest in the Project and for which it is not wholly exempt from taxation, to the extent the Company has not paid such levies directly to the applicable taxing authorities. Such payments shall be made within ten (10) business days after the date upon which a bill shall be rendered by the Agency to the Company. Such charges shall be paid without adjustment, exemption or other deduction, subject, in each case, however, to the Company's right to obtain exemption and credits, if any, which would be afforded a private owner of the Project. The Company hereby authorizes the Agency to request that any Taxing Jurisdiction bill the Company directly for all special assessments, special ad valorem levies and any other charges for which the Agency shall be liable by reason of its interest in the Project and for which it is not wholly exempt from taxation. In the event the Company is directly billed for such charges, the Company shall pay such charges within the time in which such statement or bill may be paid without interest or penalty.

4. Representations and Warranties.

- (a) The Company is duly authorized under all applicable provisions of law to enter into and perform this Agreement. The Company's entry into and performance of this Agreement will not violate any applicable provisions of law and will not result in a breach of or a default under any agreement or instrument to which the Company is a party and will not result in the creation of any lien, charge or encumbrance upon any of the assets of the Company under any such agreement or instrument.
- (b) The Company is not a party to any agreement or subject to any restriction (including without limitation any agreement among or between its shareholders or members) that materially and adversely effects its business assets or financial condition.

(c) When executed, this Agreement will be a valid and binding obligation of the Company.

5. The Company's Right to Challenge. Except as otherwise provided in this Agreement, the Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Agreement, as if and to the same extent as if the Company held exclusive rights in the Project.

Except as otherwise provided in this Agreement, the Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company held exclusive rights in the Project, with respect to the assessed value of the Project by the Town and shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment.

6. Transfer of Project to the Company. In the event that the Project is transferred from the Agency to the Company, and the Company is ineligible for a continued tax exemption under some other tax incentive program, or any available exemptions result in a payment to the Taxing Jurisdictions in excess of the payment computed pursuant to this Agreement, the Company shall pay, no later than the next tax lien date (plus any applicable grace period), to each of the Taxing Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Project if the Project had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemptions provided for herein.

7. Involuntary Termination of Agreement. To the extent the Project is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the Company's obligations hereunder shall, to such extent, be amended or terminated, at the Company's option.

8. Event of Default. During the term of this Agreement, the following shall be an event of default:

- (a) The failure to make PILOT Payments within the time allowed for payment, *TIME BEING OF THE ESSENCE*;
- (b) The failure of the Company to pay the amounts required to be paid pursuant to Sections 3.3 or 3.7 of the Leaseback Agreement and such failure shall have continued for a period of ten (10) days after the Agency gives written notice of such failure to the Company;
- (c) The appointment by any court of a receiver or trustee to take possession of all, or

substantially all, of the assets of the Company which said appointment shall not have been discharged within a period of ninety (90) days after the filing of same;

- (d) The adjudication of the Company as a bankrupt and the failure to vacate, set aside or terminate such adjudications within ninety (90) days thereafter;
- (e) The making by the Company of an assignment for the benefit of creditors;
- (f) The termination of the Leaseback Agreement pursuant to Section 4.2 thereof due to the Company's election not to repair or replace the Project;
- (g) The attachment, execution or other seizure of all or substantially all of the assets of the Company, which such attachment, execution or other seizure is not discharged within a period of sixty (60) days after the date of levy; or
- (h) The failure, refusal or neglect of the Company to perform, keep or observe any of the terms, covenants and agreements herein contained in the part of the Company to be performed, kept or observed.

9. Remedies on Default in Payment; Termination. Upon the happening of an event of default as defined in ¶8(a) hereof, the Agency may immediately terminate this Agreement without prejudice or limitation as to all other rights or remedies herein and/or under law or in equity. Such termination may be accomplished by terminating the Agency's leasehold interest in the Land and the Project under the Lease Agreement, as determined by the Agency and the recording of Memorandums of Termination of Lease Agreement and Leaseback Agreement ("Termination Memorandums") in the County Clerk's Office shall be deemed to be delivery thereof. The Company hereby appoints the Executive Director and Chief Executive Officer, each acting individually, as its attorneys-in-fact for the limited purpose of signing any forms that must necessarily accompany the Termination Memorandums in order for the Termination Memorandums to be recorded. The Company acknowledges that the foregoing appointment is coupled with an interest and is irrevocable. Notwithstanding anything in this paragraph to the contrary, the Company shall be entitled to written notice from the Agency of its intention to terminate under the terms and conditions of 8(a) and the Company shall have seven (7) days to cure such default.

10. Remedies on Other Defaults; Termination.

- (a) Remedies. Upon the happening of any event of default as defined in ¶8(b - h) hereof, after thirty (30) days written notice to the Company specifying the event of default, if the default shall not be remedied within the applicable period specified above, the Agency, at its option, may take any action hereinafter set forth and all such remedies shall be cumulative and not exclusive:

- (i) Recover damages for the breach of any covenant or condition hereof,
 - (ii) Seek an injunction to bar any actual or threatened violation or breach of this Agreement;
 - (iii) Seek any other remedy authorized by law or in equity.
- (b) Termination. Following the thirty (30) days notice period contemplated by 10(a) hereof, and upon thirty (30) days additional written notice of intention to terminate this Agreement, and upon the expiration of such additional thirty (30) day period, unless the default specified in the original thirty (30) day period has been remedied during such additional thirty (30) day period, (or if, with reasonable diligence the default cannot be remedied within such additional thirty (30) day period, then within such extended period as may be reasonably required therefor) the Agency may terminate this Agreement, without prejudice or limitation as to all other rights or remedies herein and/or under law or in equity. Such termination may be accomplished by terminating the Agency's leasehold interest in the Land and the Project under the Lease Agreement, as determined by the Agency and the recording of Termination Memorandums of the Lease Agreement and the Leaseback Agreement in the County Clerk's Office shall be deemed to be delivery thereof.
11. Legal Fees on Default. If the Agency shall be required to take any action to enforce this Agreement or to collect any amount due hereunder, the Company shall be liable to pay, in addition to any other costs and expenses incurred by the Agency, its reasonable legal fees and the reasonable fees of any experts, accountants, or other professionals retained by it, without regard to whether the Agency shall have instituted any law suit or action at law or in equity in any court or before anybody, provided such expenses were actually and necessarily incurred.
12. Late charges. If any PILOT Payment is not made by the Payment Due Date, or if any other payment required to be made hereunder is not made when due by the last day of any applicable cure period, the Company shall pay penalties and interest as provided herein. With respect to PILOT Payments, if said payment is not received by the Payment Due Date, the Company shall pay, in addition to the PILOT Payment, a late charge equal to five (5%) percent of the amount due plus interest on said payment equal to one (1%) percent per month or fraction thereof until the PILOT Payment, penalty and interest is paid in full. With respect to all other payments due hereunder, if said payment is not paid when due or by the last day of any applicable cure period, the Company shall pay, in addition to said payment, the greater of (a) a late charge equal to five (5%) percent of the amount due plus interest on said payment equal to one (1%) percent per month or fraction thereof until said payment, penalty and interest is paid in full; or (b) penalties and interest which would have been incurred had payments made hereunder been made to the Taxing Jurisdictions.
13. Termination of Lease Agreement and Leaseback Agreement. This Agreement will

automatically terminate upon termination of the Lease Agreement and Leaseback Agreement and Company will have no further liability other than such obligations as survive termination hereof.

14. Indemnification. The Company shall indemnify, defend and hold the Agency (and its executive director, directors, officers, members, agents, employees and servants) harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever in relation to the Project, including expenses incurred by the Agency (and its executive director, directors, officers, members, agents, employees and servants) in defending any claim, suit or action which may result as a result of the foregoing.

15. No Recourse, Special Obligation.
 - (a) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not any director, officer, employee, member, agent (other than the Company) or representative of the Agency in his individual capacity, and the directors, officers, employees, members, agents (other than the Company) or representatives of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

 - (b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State or of the County and neither the State nor the County shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency derived and to be derived from the Agency's interest in the Land (except for revenues derived by the Agency with respect to the Unassigned Rights).

 - (c) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (i) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking

sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its directors, officers, employees, members, agents (other than the Company) or representatives of the Agency shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency and its directors, officers, employees, members, agents (other than the Company) and representatives of the Agency against all liability expected to be incurred as a result of compliance with such request.

- (d) The obligations and agreements of the Company contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Company, and not of any member, direct or indirect beneficial owners, affiliates, partners, shareholders, officers, directors, agents, employees or representatives of the Company in his or their individual capacity, and the members, direct or indirect beneficial owners, affiliates, partners, shareholders, officers, directors, agents and employees or representatives of the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

15. General Provisions.

- (a) Notices. All notices provided for by this Agreement shall be made in writing, and shall be deemed to have been given on the date of delivery if personally served on the party to whom notice is to be given, or on the next day after mailing if mailed to the party to whom notice is to be given by overnight courier of national reputation providing evidence of receipt and properly addressed, or on the third day after mailing if mailed to the party to whom notice shall be given by First Class, Certified mail, postage prepaid and properly addressed to the following:

If to the Agency:

County of Sullivan Industrial Development Agency
One Cablevision Center
Ferndale, New York 12734
Attn: Chief Executive Officer

with a copy to:

GARIGLIANO LAW OFFICES, LLP
449 Broadway, P.O. Drawer 1069
Monticello, New York 12701-1069
Attn: Agency Counsel

If to the Company:

NY Delaware II, LLC
33 Irving Place, Suite 1090
New York, New York 10003

with a copy to:

Law Office of Richard Chun, PLLC
33 Irving Place, Suite 1090
New York, New York 10003

or at such other addresses and/or addressees as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section.

- (b) Assignment. This Agreement may not be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits hereunder without the prior written consent of the Agency, which consent may be withheld by the Agency in its sole and absolute discretion; provided, that Company may assign this Agreement to an affiliate or make a collateral assignment for the benefit of a financing party providing financing for the Project without consent; and provided further that Company may assign this Agreement to any permitted assignee of the Lease Agreement and the Leaseback Agreement.
- (c) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Agency, the Company and its respective permitted successors and assigns.
- (d) Waiver. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- (e) Severability. If any provision of this Agreement shall be determined to be illegal and unenforceable by any court of law or any competent governmental or other authority, the remaining provisions shall be severable and enforceable in accordance with its terms so long as this Agreement without such terms or provisions does not fail of its essential purpose or purposes. The parties will negotiate in good faith to replace any such illegal or unenforceable provision or provisions with suitable substitute provisions which will maintain the economic purposes and intentions of this Agreement.
- (f) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereby designate a court of proper jurisdiction located in the County as the exclusive venue for resolution of any disputes which may arise under or by reason of this Agreement.



CONFIRMATORY
BILL OF SALE TO COMPANY

COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York with its principal office located at One Cablevision Center, Ferndale, New York 12734 ("Grantor"), for the consideration of One (\$1.00) Dollar, and other good and valuable consideration received by the Grantor from NY DELAWARE II, LLC, a New York limited company, having its principal offices located at 33 Irving Place, Suite 1090, New York, New York 10003 ("Grantee"), the receipt of which is hereby acknowledged by the Grantor, hereby sells, transfers and delivers unto the Grantee, and its successors and assigns, all those materials, machinery and equipment constructed or installed by the Grantee (collectively, the "Solar Array") on the real property located at 309 Hospital Road, in the Town of Delaware ("Town"), County of Sullivan ("County"), State of New York and identified on the Town tax map as Section 17, Block 1, Lot 2 ("Land") described on Schedule A hereto, said Solar Array having been constructed by the Grantee as agent of the Agency pursuant to the Agent and Project Agreement, dated as of December 11, 2017.

The purpose of this Confirmatory Bill of Sale is to convey to the Grantee any and all right, title and interest of the Agency to the Solar Array so that on or after delivery of the Confirmatory Bill of Sale, the Agency shall have no ownership interest of any kind or nature in the Solar Array.

TO HAVE AND TO HOLD the same unto the Grantee, and its successors and assigns, forever.

THE GRANTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT OR ANY PART THEREOF, OR AS TO THE SUITABILITY OF THE EQUIPMENT OR ANY PART THEREOF, FOR THE GRANTEE'S PURPOSES OR NEEDS. THE GRANTEE SHALL ACCEPT TITLE TO THE EQUIPMENT "AS IS", WITHOUT RECOURSE OF ANY NATURE AGAINST THE GRANTOR FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE GRANTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

60356-007

EXHIBIT
4

IN WITNESS WHEREOF, the Grantor has caused this Bill of Sale to Company to be executed in its name by its duly authorized officer described below and dated as of the 1st day of _____, 201__.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY

By: Steve White, Chief Executive Officer

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

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

WALTER F. GARIGLIANO
Notary Public, State of New York
Sullivan County Clerk #4
Commission Expires June 30, 2018

SCHEDULE A
LAND DESCRIPTION



PAYMENT IN LIEU OF TAXATION AGREEMENT

THIS PAYMENT IN LIEU OF TAXATION AGREEMENT ("Agreement"), made as of the 1st day of February, 2018 by and between the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices at One Cablevision Center, Ferndale, New York 12734 (Agency) and NY DELAWARE II, LLC, a New York limited company, having its principal offices located at 33 Irving Place, Suite 1090, New York, New York 10003 ("Company").

RECITALS

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York ("Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York ("State"); and

WHEREAS, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve its standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, the Agency was created pursuant to and in connection with the provisions of the Enabling Act, Chapter 560 of the Laws of 1970 of the State (collectively, referred to as the "Act") and is empowered under the Act to undertake the providing, financing and leasing of the facility described below; and

WHEREAS, the Project (as hereinafter defined) shall be constructed on a 10.04 ± acre of real estate which is a portion of an approximately 63.05 ± acres located at 309 Hospital Road, Town of Delaware ("Town"), County of Sullivan ("County"), State and identified on the Town tax map as Section 17, Block 1, Lot 2 ("Land"); and

WHEREAS, the Land is owned by Frank Mustica and Agostino Mustica and has been leased to the Company pursuant to a long term ground lease (the "Ground Lease"); and

WHEREAS, the Company presented an application ("Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain

project consisting of the construction of an approximately 1.50MW solar photovoltaic electricity generating facility that will be interconnected to the New York State Electric and Gas ("NYSEG") electrical grid ("Project"). The Project is new construction and will be comprised of (a) racking to mount the solar modules; (b) solar modules; (c) inverters and transformers to sit on a concrete inverter pad; and (d) assorted electrical components and wiring (collectively, the "Solar Array"). The Solar Array will be constructed on the Land; and

WHEREAS, in order to induce the Company to develop the Project, the Agency is willing to enter into a lease/leaseback transaction involving a lease of the Project from the Company to the Agency ("Lease Agreement") and a leaseback of the Project from the Agency to the Company ("Leaseback Agreement"); and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to construct the Project in accordance with the plans presented to the Agency; and

WHEREAS, the Agency and the Company deem it necessary and proper to execute and deliver this Agreement making provision for payments in lieu of taxes by the Company for the benefit of the County, Town and School ("Taxing Jurisdictions"); and

WHEREAS, all agreements of the Agency and the Company relating to future payments in lieu of taxes shall be governed by this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, conditions, limitations and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. Exemption From General Ad Valorem Property Taxes.

(a) RPTL § 487 Exemption Period.

Pursuant to Real Property Tax Law § 487, the Solar Array is exempt from general and ad valorem property taxes for a period of fifteen (15) years from the date of system completion.

(b) On or before the taxable status day governing the first year following the fifteen (15) year RPTL § 487 exemption period and on or before each taxable status day thereafter during the term, the Agency shall complete and file a New York State Form RP-412-a Application For Real Property Tax Exemption ("Exemption Application") under Section 412-a of the New York State Real Property Tax Law ("RPTL") and Section 874 of the Act. Upon acceptance of the Exemption Application, the Land shall be exempt from and the Solar Array shall continue to be exempt from real estate taxes commencing with the July 1 School year and the January 1 County and Town tax year next following the period of the Exemption Application. The Company shall provide the Agency the information necessary for the completion and filing of the Exemption Application not later than the January 1 prior to each applicable taxable status day. Notwithstanding anything contained herein or in the Lease Agreement and the Leaseback Agreement to the contrary, in the event the

- (g) Survival of Obligations. The obligations of the Company to make PILOT Payments and all of the Company's indemnification obligations shall survive any termination or expiration of this Agreement.
- (h) Section Headings Not Controlling. The headings of the several sections in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Agreement.
- (i) Entire Agreement. This Agreement together with the Lease Agreement, Leaseback Agreement and the Agent and Project Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior discussions and negotiations between them. This Agreement may not be amended in any respect except by a written amendment expressly referring to this Agreement and executed by the parties to be bound thereby.

60356-012v4

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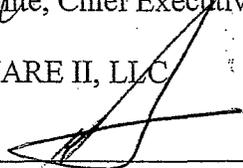
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date hereof.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY



By: Steve White, Chief Executive Officer

NY DELAWARE II, LLC



By: Richard Winter, Manager





IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(4/13)

The industrial development agency or authority (IDA) must submit this form within 30 days of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

Name of IDA County of Sullivan Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1998) 48011709A	
Street address One Cablevision Center		Telephone number (845) 295-2603	
City Ferndale		State NY	ZIP code 12734
Name of IDA project operator or agent NY Delaware II, LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or social security number 82-1929329
Street address 33 Irving Place, Suite 1090		Telephone number (646) 998-6457	Primary operator or agent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City New York		State NY	ZIP code 10003
Name of project NY Delaware II, LLC- Hospital Road		Purpose of project (see instructions) electric	
Street address of project site 309 Hospital Road, SBL 17-1-2			
City Callicoon		State NY	ZIP code 12723
Description of goods and services intended to be exempted from New York State and local sales and use taxes goods and services used to construct and equip an approximately 1.5 MW solar photovoltaic electricity generating facility.			

Date project operator or agent appointed (mm/dd/yy) 12/11/17	Date project operator or agent status ends (mm/dd/yy) 12/31/18	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: \$1,000,000.00	Estimated value of New York State and local sales and use tax exemption provided: \$80,000.00	

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA Jennifer M. Flad	Print title Executive Director
Signature	Date 12/27/2017
	Telephone number (845) 295-2603

Instructions

Filing requirements

An IDA must file this form within 30 days of the date the IDA appoints any project operator or other person as agent of the IDA, for purposes of extending any sales and compensating use tax exemptions.

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA need not file this form if the IDA does not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, the IDA must, within 30 days of the change, file a new form with the new information.

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA must, within 30 days, send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

Purpose of project

For Purpose of project, enter one of the following:

- Services
- Agriculture, forestry, fishing
- Finance, insurance, real estate
- Transportation, communication, electric, gas, sanitary services
- Construction
- Wholesale trade
- Retail trade
- Manufacturing
- Other (specify)

Mailing instructions

Mail completed form to:

**NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Internet access: www.tax.ny.gov
(for information, forms, and publications)



Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431



Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082

5(g)





Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)

For Period Ending December 31, _____ (enter year)

Project information

Name of IDA agent/project operator: NY Delaware II, LLC; Federal employer identification number (FEIN): 82-1929329; Street address: 33 Irving Place, Suite 1090; Telephone number: (646) 998-6457; City: New York; State: NY; ZIP code: 10003

Name of IDA: County of Sullivan Industrial Development Agency; Name of project: NY Delaware II, LLC - Hospital Road; Street address of project site: 309 Hospital Road SBL 17-1-2; City: Gallicoon; State: NY; ZIP code: 12723

- 1 Project purpose (mark an X in the appropriate box): [] Services [] Construction [] Agriculture, forestry, fishing [] Wholesale trade [] Retail trade [] Finance, insurance or real estate [] Transportation, communication, electric, gas, or sanitary services [] Manufacturing [] Other (specify) _____

- 2 Date project began (mm/dd/yy): 12 / 11 / 17
3 Beginning date of construction or installation (mm/dd/yy; see instructions): ___ / ___ / ___; [] actual [] expected
4 Completion date of construction phase of project (mm/dd/yy; see instructions): ___ / ___ / ___; [] actual [] expected
5 Completion date of project (mm/dd/yy; see instructions): ___ / ___ / ___; [] actual [] expected
6 Duration of project (actual or expected; years/months): ___ / ___

7 Total sales and use tax exemptions (actual tax savings; NOT total purchases) 7 \$

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer, employee, or authorized representative signing for the IDA agent/project operator: _____ Title of person signing: _____ Date: _____

Failure to annually file a complete report may result in the removal of authority to act as an IDA agent/project operator. Mail completed report to: NYS Tax Department, IDA Unit, W A Harriman Campus, Albany NY 12227.

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IDA Agent or Project Operator Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

This certificate is not valid unless all entries have been completed.

Note: To be completed by the purchaser and given to the seller. Do not use this form to purchase motor fuel or diesel motor fuel exempt from tax. See Form FT-123, *IDA Agent or Project Operator Exempt Purchase Certificate for Fuel*.

Name of seller			Name of agent or project operator NY Delaware II, LLC		
Street address			Street address 33 Irving Place, Suite 1090		
City, town, or village	State	ZIP code	City, town, or village	State	ZIP code
			New York	NY	10003
Agent or project operator sales tax ID number (see instructions) 82-1929329					

Mark an X in one: Single-purchase certificate Blanket-purchase certificate (valid only for the project listed below)

To the seller:

You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Name of IDA County of Sullivan Industrial Development Agency		
Name of project NY Delaware II, LLC - Hospital Road	IDA project number (use OSC number) 48011709A	
Street address of project site 309 Hospital Road SBL 17.-1-2		
City, town, or village Callicoon	State NY	ZIP code 12723
Enter the date that you were appointed agent or project operator (mm/dd/yy) 12 / 11 / 17	Enter the date that agent or project operator status ends (mm/dd/yy) / /	

Exempt purchases

(Mark an X in boxes that apply)

- A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
- B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project
- C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative (include title and relationship)	Date
Type or print the name, title, and relationship that appear in the signature box	

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IDA Agent or Project Operator

Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

This certificate is not valid unless all entries have been completed.

Note: To be completed by the purchaser and given to the seller. Do not use this form to purchase motor fuel or diesel motor fuel exempt from tax. See Form FT-123, IDA Agent or Project Operator Exempt Purchase Certificate for Fuel.

Form with fields: Name of seller, Name of agent or project operator, Street address, City, town, or village, State, ZIP code, Agent or project operator sales tax ID number

Mark an X in one: [] Single-purchase certificate [] Blanket-purchase certificate (valid only for the project listed below)

To the seller:

You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Form with fields: Name of IDA, Name of project, IDA project number, Street address of project site, City, town, or village, State, ZIP code, Enter the date that you were appointed agent or project operator, Enter the date that agent or project operator status ends

Exempt purchases

(Mark an X in boxes that apply)

- [] A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
[] B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project
[] C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence.

Form with fields: Signature of purchaser or purchaser's representative, Date, Type or print the name, title, and relationship that appear in the signature box

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