

## PAYMENT IN LIEU OF TAXATION AGREEMENT

*THIS PAYMENT IN LIEU OF TAXATION AGREEMENT* ("Agreement"), made as of the 1<sup>st</sup> day of June, 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 THOMPSON 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 13.07 ± acre of real estate which is a portion of an approximately 29.64 ± acres located along Sackett Lake Road, Town of Thompson ("Town"), County of Sullivan ("County"), State and identified on the Town tax map as Section 28, Block 1, Lot 37.3 ("Land"); and

*WHEREAS*, the Land is owned by Anthony Poli and Paul Poli and has been leased to the Company pursuant to a Lease Agreement, dated July 20, 2017 among Anthony Poli and Paul Poli and the Company, which was amended by the First Amendment, dated December 1, 2017 and further amended by the Second Amendment to Lease Agreement, dated May 9, 2018 (collectively, 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 1.75 MW 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 (such racking generally to be pile driven into the ground); (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 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.

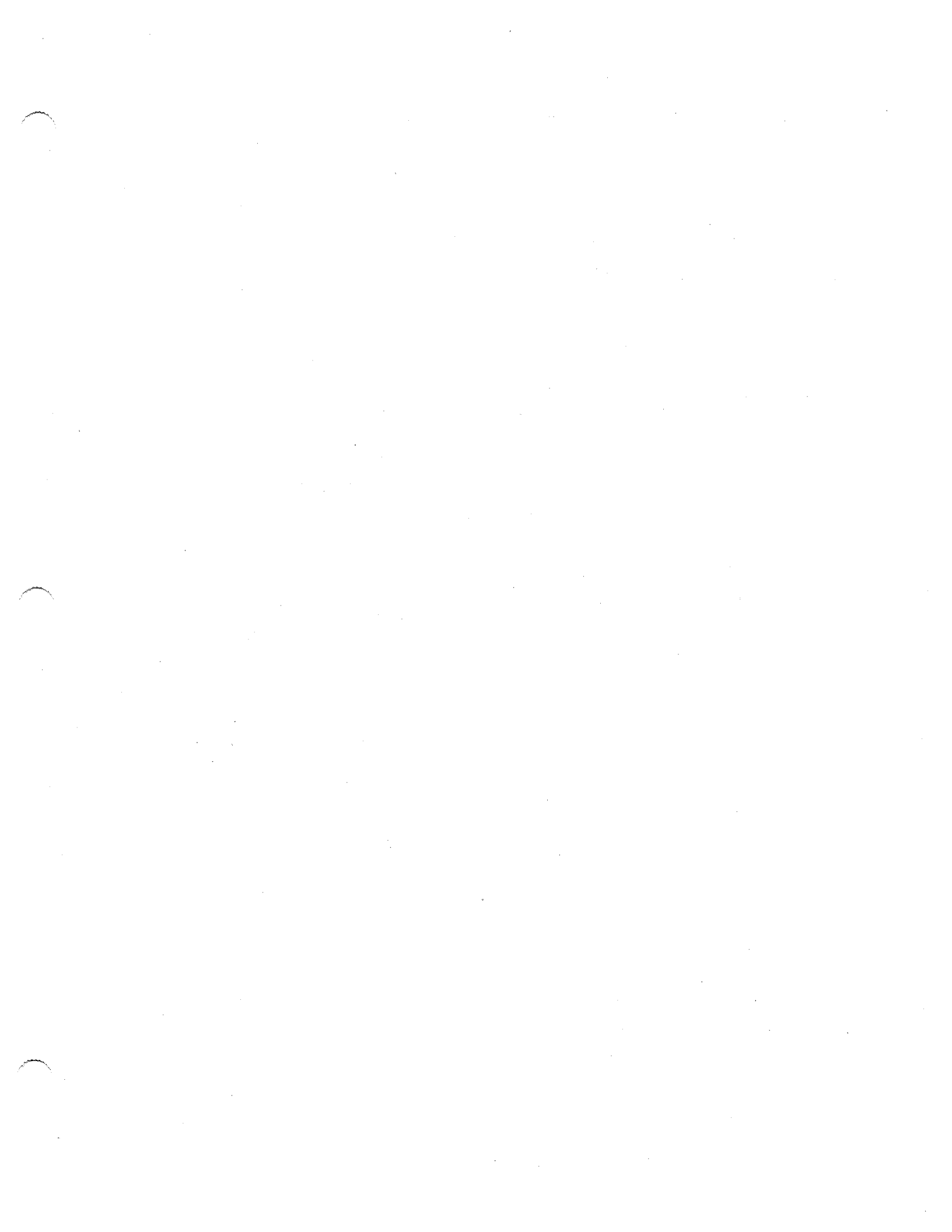
2. Agreement to Make Payments in Lieu of Taxes.

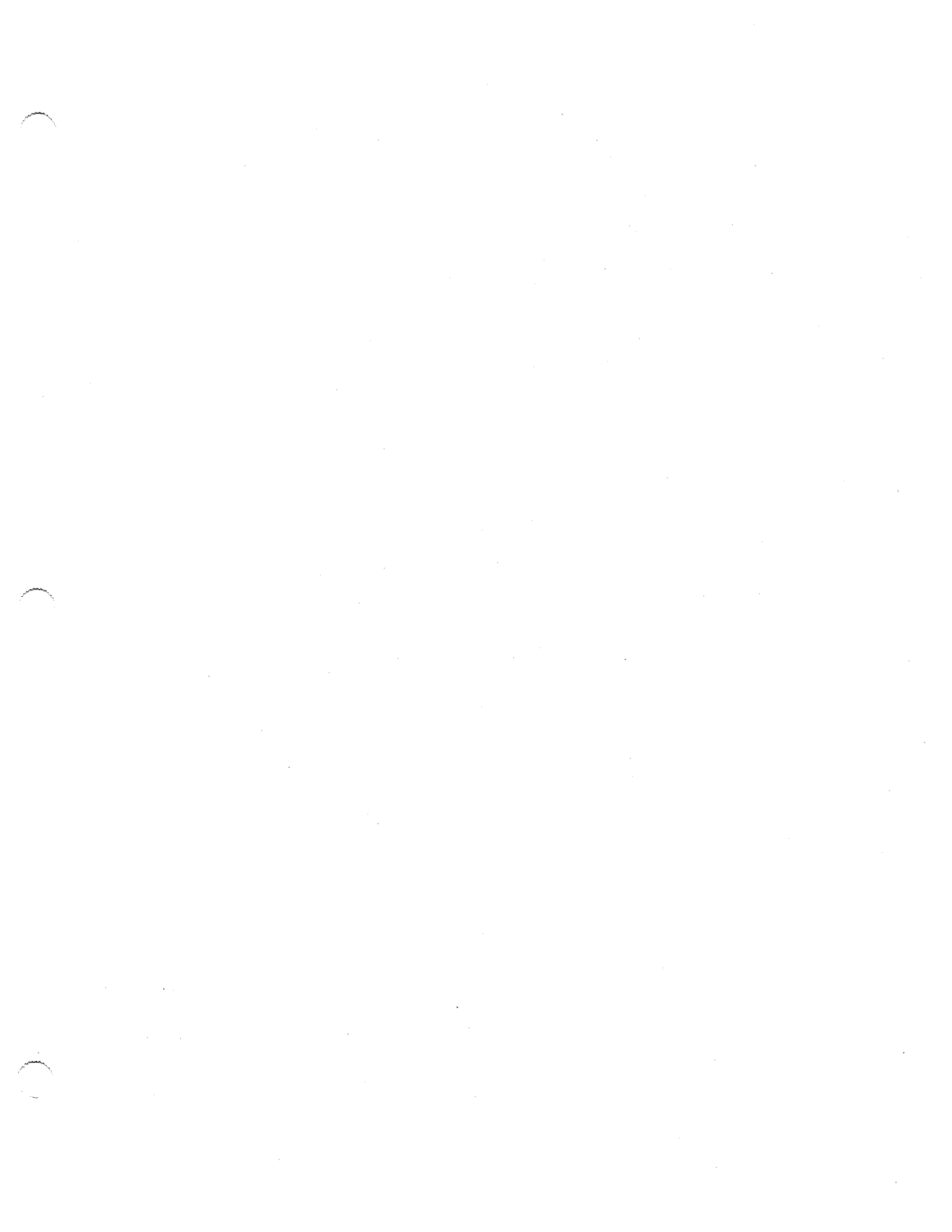
(a) RPTL §487 Exemption Period. During the period the Solar Array is exempt from general ad valorem real property taxes under RPTL §487 (years 1 to 15), the Company agrees to pay to the Agency at One Cablevision Center, Ferndale, New York 12734, or at such other address as shall be designated from time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

(i) An amount equal to Six Thousand and 00/100 (\$6,000.00) Dollars per name plate AC MW, which for this 1.75 MW AC name plate Project is Ten Thousand Five Hundred and 00/100 (\$10,500.00) Dollars;

(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; or

(iii) For only the fifteen (15) year period during which time the Project is owned by the Company or an Affiliate of the Company is exempt from general ad valorem real property taxes under Real Property Tax Law §487, the Company shall not and shall cause





any of its Affiliates (as such term is defined below) not to enter into any agreement to make payments in lieu of tax, or agree to be subject to general ad valorem real property taxes payments, in each case in amounts greater than the PILOT Payments provided for herein for any other solar photovoltaic electricity generating facility located in Sullivan County and interconnected to the NYSEG electrical grid. For the purposes of this Section 2(a)(iii), the term "Affiliate" shall mean any entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, the Company.

(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) Ten Thousand Five Hundred and 00/100 (\$10,500.00) 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, 2020	July 1, 2019	January 1, 2020
2	February 1, 2021	July 1, 2020	January 1, 2021
3	February 1, 2022	July 1, 2021	January 1, 2022
4	February 1, 2023	July 1, 2022	January 1, 2023
5	February 1, 2024	July 1, 2023	January 1, 2024
6	February 1, 2025	July 1, 2024	January 1, 2025
7	February 1, 2026	July 1, 2025	January 1, 2026
8	February 1, 2027	July 1, 2026	January 1, 2027

9	February 1, 2028	July 1, 2027	January 1, 2028
10	February 1, 2029	July 1, 2028	January 1, 2029
11	February 1, 2030	July 1, 2029	January 1, 2030
12	February 1, 2031	July 1, 2030	January 1, 2031
13	February 1, 2032	July 1, 2031	January 1, 2032
14	February 1, 2033	July 1, 2032	January 1, 2033
15	February 1, 2034	July 1, 2033	January 1, 2034
16	February 1, 2035	July 1, 2034	January 1, 2035
17	February 1, 2036	July 1, 2035	January 1, 2036
18	February 1, 2037	July 1, 2036	January 1, 2037
19	February 1, 2038	July 1, 2037	January 1, 2038
20	February 1, 2039	July 1, 2038	January 1, 2039

- 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) day 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 Thompson 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.

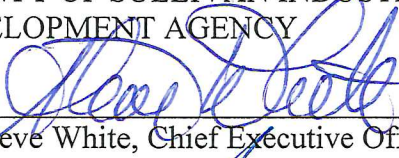
- (f) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereby designate a court of proper jurisdiction located in the County as the exclusive venue for resolution of any disputes which may arise under or by reason of this Agreement.
- (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.

60364-034v3

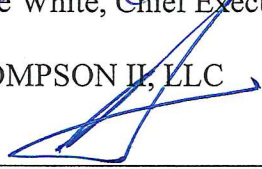
[REMAINDER OF PAGE INTENTIONALLY BLANK]

*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 THOMPSON II, LLC

  
\_\_\_\_\_  
By: Richard Winter, Manager