

## AGENT AND PROJECT AGREEMENT

*THIS AGENT AND PROJECT AGREEMENT* (“Agreement”), made as of the 13<sup>th</sup> day of December, 2022 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 548 Broadway, Monticello, New York 12701 (“Agency”) and NY MAMAKATING I, LLC, a New York limited liability company, having its principal offices located at 560 Davis Street, Suite 250, San Francisco, California 94111 (“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 20± acres of real estate accessed from Barone Road, Town of Mamakating (“Town”), County of Sullivan (“County”), State and a portion of Town tax map Section 26, Block 1, Lot 4.2 (“Land”); and

*WHEREAS*, the Land was leased from Wurtsboro Airport Preservation League, LLC (“WAPL”) to Delaware River Solar, LLC (“DRS”) pursuant to a Lease Agreement, dated as of September 10, 2020 (“DRS Lease”); and

*WHEREAS*, the DRS Lease was memorialized by a Memorandum of Lease, dated September 10, 2020, which Memorandum of Lease was recorded in the Office of the Clerk of Sullivan County on January 13, 2021 as Instrument No. 2021-491; and

**WHEREAS**, the Land was conveyed by WAPL to NFM Enterprises LLC by Bargain and Sale Deed dated the 5<sup>th</sup> day of February, 2021, which Deed was recorded in the Office of the Clerk of Sullivan County on February 11, 2021 as Instrument No. 2021-1494; and

**WHEREAS**, the DRS Lease was assigned by DRS to the Company by Assignment of Lease Agreement, dated February 2, 2022; and

**WHEREAS**, on or about April 27, 2022, the Company presented an application to the Agency (“Application”), a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project consisting of the construction of an approximately 3MWac solar photovoltaic electricity generating facility that will be interconnected to the Orange & Rockland 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. The solar array will be constructed on the Land; and

**WHEREAS**, by resolution, dated May 9, 2022 (“May 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**, by resolution, dated December 12, 2022 (“December Resolution” and together with the May Resolution, the “Resolution”), the Agency authorized the Chairperson or Executive Director, each acting individually, to execute and deliver a mortgage in favor of Live Oak Banking Company, in an original principal amount not to exceed \$7,675,000; 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 December 31, 2023. 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 one (1) year. 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 Mamakating I, 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 situated on a portion of 20± acres accessed from Barone Road, Town of Mamakating ("Town"), County of Sullivan ("County"), State and identified on the Town tax map as Section 26, Block 1, Lot 4.2 ("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 13, 2022. 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. Upon execution of this Agreement, the Company shall pay the Agency a sales tax abatement fee in the amount of FIVE THOUSAND AND 00/100 (\$5,000.00) Dollars. Within ten (10) days of the execution of this Agreement, the Agency shall deliver a Sales Tax Exemption letter substantially in the form of Exhibit 3.
- (b) Mortgage Recording Tax Abatement Fee. The Company shall pay the Agency a mortgage recording tax abatement fee in the amount of SEVEN THOUSAND SIX HUNDRED SEVENTY-FIVE AND 00/100 (\$7,675.00) Dollars.
- (c) Project Administration Fee. The Company shall pay the Agency a Project Administration Fee of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) Dollars.

4. Intentionally omitted.

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) 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.
- (b) 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 (b).
- (c) 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.

- (d) 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(d) 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(d). 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.
- (e) 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 \$525,000, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed \$42,000, (ii) confirms that the mortgage recording tax exemption amount shall not exceed \$76,750.
- (f) 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(f), 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.
- (g) 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(g), 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 15<sup>th</sup> 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.

- (h) 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(h)-1 (for use by the Company) and Exhibit 5(h)-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 Mamakating I, 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.*"
- (i) 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.
- (j) 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.
- (k) 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.

- (l) 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 (j) and (k) of this Section 5, Material Terms shall mean completing the Project as described herein and on the Application.
  - (m) 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.
  - (n) 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.
  - (o) 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  
548 Broadway  
Monticello, New York 12701  
Attn: Executive Director

with a copy to:

Walter F. Garigliano, Esq.  
449 Broadway, P.O. Drawer 1069  
Monticello, New York 12701

To the Company:

NY Mamakating I, LLC  
560 Davis Street, Suite 250  
San Francisco, California 94111

with a copy to:

Couch White, LLP  
P.O. Box 22222  
540 Broadway, 7<sup>th</sup> Floor  
Albany, New York 12201-2222  
Attn: Joshua A. Sabo, Esq.

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.

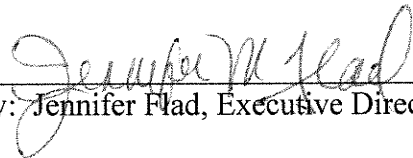
11. Governing Law. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein. The parties hereto designate a court of proper jurisdiction 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.

60419-012v5

[Signature Page to Agent and Project 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: Jennifer Flad, Executive Director

[Signature Page to Agent and Project Agreement]

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

NY MAMAKATING I, LLC  
By: Generate C&I Warehouse II, LLC,  
Its Sole Member

Tara Dimitri  
By: Tara Dimitri

SCHEDULE A

LIST OF APPOINTED AGENTS<sup>1</sup>

1. NY Mamakating I, LLC
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

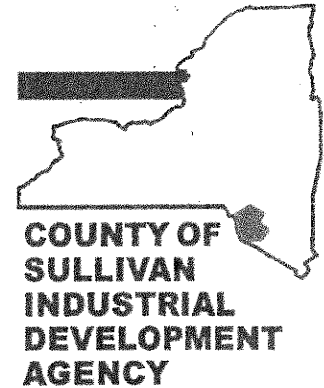
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<sup>1</sup> FOR EACH AGENT APPOINTED BY THE COMPANY, A NYS FORM ST-60 MUST BE COMPLETED AND FILED BY THE COMPANY WITH THE NYS DEPARTMENT OF TAXATION AND FINANCE IDA UNIT INDICATING THE APPOINTMENT OF SUCH AGENT OF THE COMPANY.

EXHIBIT 3

FORM OF SALES TAX EXEMPTION LETTER

548 Broadway  
Monticello, New York 12701  
(845) 428-7575  
(845) 428-7577  
TTY 711



INFORMATIONAL LETTER  
REGARDING SALES AND USE TAX EXEMPTIONS

December 13, 2022

NY Mamakating I, LLC  
560 Davis Street, Suite 250  
San Francisco, California 94111

Re: County of Sullivan Industrial Development Agency with NY Mamakating I, LLC  
("Company") – Project

Ladies and Gentlemen:

Pursuant to a resolution duly adopted by the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY on May 9, 2022, the Agency appointed the Company as its true and lawful agent of the Agency to undertake a certain project consisting of the construction of an approximately 3MW solar photovoltaic electricity generating facility that will be interconnected to the Orange & Rockland 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 ("Solar Array"). The Solar Array will be constructed on a portion of 20± acres of real estate accessed from Barone Road, Town of Mamakating ("Town"), County of Sullivan ("County"), State and a portion of Town tax map Section 26, Block 1, Lot 4.2 ("Land").

By resolution, dated December 12, 2022, the Agency authorized the Chairperson or Executive Director, each acting individually, to execute and deliver a mortgage in favor of Live Oak Banking Company, in an original principal amount not to exceed \$7,675,000.

This appointment includes authority to purchase on behalf of the Agency all materials to be incorporated into and made an integral part of the Project and the following activities as they relate to any construction of the Solar Array, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such Solar Array: (1) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the construction; (2) all purchases, rentals, uses or consumption of supplies, materials, utilities and services of every kind and description used in connection with the construction; and (3) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property

(including installation costs), installed or placed in upon or under such Solar Array, including all repairs and replacements of such property.

This agency appointment includes the power to delegate such agency, in whole or in part to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses, as is set forth in the Agent and Project Agreement, dated as of December 13, 2022, by and between the Agency and the Company (the "Agent Agreement"). As further set forth in the Agent Agreement, the Company is required to complete "IDA Appointment of Project Operator or Agent For Sales Tax Purposes" (NYS Form ST-60) for each agent, subagent, contractor, subcontractor 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.

As further set forth in the Agent Agreement, in order to be entitled to use the exemption from State and local sales and use taxes ("Sales Tax"), the Company, its agents, subagents, contractors and subcontractors should present to the supplier or vendor of materials for the Project, a completed "IDA Agent or Project Operator Exempt Purchase Certificate" (NYS Form ST-123), to show that the Company, its agents, subagents, contractors and subcontractors are each acting as agent for the Agency in making the purchases of tangible personal property or services for use in the Project, thereby relieving such vendor or seller from the obligation to collect Sales Tax with respect to the construction of the Project. In connection therewith, it is necessary for the Company to identify the Project on each bill or invoice and indicate thereon which of the Company, its agents, subagents, contractors and subcontractors acted as agent for the Agency in making the purchases.

As further set forth in the Agent Agreement, the Company is required 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) regarding the value of sales and use tax exemptions the Company, its agents, consultants or subcontractors have claimed pursuant to the agency conferred on the Company by the Agency with respect to this Project, and the Company is required to provide a copy of same to the Agency within thirty (30) days of each filing; provided, however, in no event later than February 15<sup>th</sup> of each year.

The agency authority conferred on the Company by the Agency is limited to the Project and will expire on December 31, 2023. The Company may apply to extend this agency authority by showing good cause. Should the agency authority be extended beyond such date, the agency created will continue for as long as the period of the Agency resolution approving such extension.

This letter is provided for the sole purpose of describing the exemption from Sales Tax for this Project only. No other principal/agent relationship is intended or may be implied or inferred by this letter.

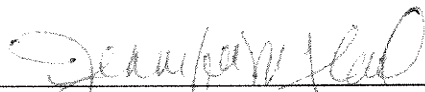
Any personal property acquired by the Company in the name of the Agency shall be located in Sullivan County, New York, except for temporary periods during ordinary use.

This letter is being issued pursuant to the Agent Agreement. All agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project should be aware of the Agent Agreement and obtain a copy thereof.

As further set forth in the Agent Agreement, the Agency is not 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 is the sole party liable thereunder.

Very truly yours,

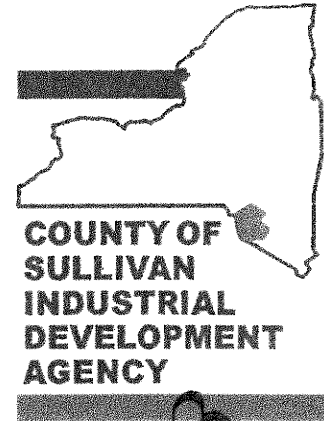
COUNTY OF SULLIVAN INDUSTRIAL  
DEVELOPMENT AGENCY

By:   
\_\_\_\_\_  
Jennifer Flad, Executive Director

(STIL)



548 Broadway  
Monticello, New York 12701  
(845) 428-7575  
(845) 428-7577  
TTY 711



December 13, 2022

To Whom It May Concern:

Re: New York State Sales and Use Tax Exemption  
County of Sullivan Industrial Development Agency and NY Mamakating I, 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 3MWac solar photovoltaic electricity generating facility that will be interconnected to the Orange & Rockland 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. The solar array will be constructed on one (1) parcel of real estate consisting of approximately 20± acres accessed from Barone Road, Town of Mamakating ("Town"), County of Sullivan ("County"), State and a portion of Town tax map Section 26, Block 1, Lot 4.2 ("Land").

On May 9, 2022, 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 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 DECEMBER 31, 2023.

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: Jennifer Flad, Executive Director

(STAL)

Expiring on December 31, 2023

EXHIBIT 5(f)

FORM OF NYS FORM ST-60 TO BE COMPLETED BY COMPANY  
AND FILED WITH NYS IDA UNIT FOR EACH OF ITS SUBAGENTS

[Attached Next Page]



Department of Taxation and Finance

# IDA Appointment of Project Operator or Agent For Sales Tax Purposes

# ST-60

(1/18)

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**

### IDA Information

Name of IDA County of Sullivan Industrial Development Agency			IDA project number (use OSC numbering system for projects after 1998) 48012204A		
Street address 548 Broadway			Telephone number (845 ) 428-7575		
City Monticello	State NY	ZIP code 12701	Email address (optional)		

### Project operator or agent information

Name of IDA project operator or agent NY Mamakating I, LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or Social Security number 86-2933937		
Street address 560 Davis Street, Suite 250		Telephone number ( 415 ) 360-3063	Primary operator or agent? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
City San Francisco	State CA	ZIP code 94111	Email address (optional)		

### Project information

Name of project NY Mamakating I, LLC			
Street address of project site Barone Road			
City Wurtsboro, Town of Mamakating	State NY	ZIP code 12790	Email address (optional)
Purpose of project electric- clean energy			

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 3 MW solar photo-voltaic electricity generating facility			
Date project operator or agent appointed (mmddyy) 121522	Date project operator or agent status ends (mmddyy) 123123	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: 525,000.00		Estimated value of New York State and local sales and use tax exemption provided: 42,000.00	

**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 12-15-22	Telephone number ( 845 ) 428-7575	

EXHIBIT 5(g)

NYS FORM ST-340  
TO BE COMPLETED AND FILED ANNUALLY BY COMPANY

[Attached Next Page]



Department of Taxation and Finance

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

# ST-340

(1/18)

For period ending December 31, \_\_\_\_\_ (enter year)

### Project information

Name of IDA agent/project operator NY Mamakating I, LLC		Employer identification number (EIN) 86-2933937	
Street address 560 Davis Street, Suite 250		Telephone number ( 415 ) 360-3063	
City San Francisco		State CA	ZIP code 94111
Name of IDA County of Sullivan Industrial Development Agency	Name of project NY Mamakating I, LLC		IDA project number 48012204A
Street address of project site Barone Road			
City Wurtsboro, Town of Mamakating		State NY	ZIP code 12790
Date project began		Completion date of project Actual <input type="checkbox"/> Expected <input type="checkbox"/>	
Total sales and use tax exemptions (actual tax savings; not total purchases) .....			\$

### Representative information (not required)

Authorized representative, if any	Title
Street address	Telephone number ( )
City	State ZIP code

### 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	Title of person signing
Signature	Date

If you do not annually file a complete report, we may remove your authority to act as an IDA agent/project operator.

Mail completed report to:  
**NYS TAX DEPARTMENT  
IDA UNIT  
W A HARRIMAN CAMPUS  
ALBANY NY 12227-0866**

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

EXHIBIT 5(h)-1

NYS FORM ST-123  
FOR  
COMPANY

[Attached Next Page]



# 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 Mamakating I, LLC		
Street address			Street address 560 Davis Street, Suite 250		
City, town, or village	State	ZIP code	City, town, or village	State	ZIP code
San Francisco	CA	94111	San Francisco	CA	94111
			Agent or project operator sales tax ID number (see instructions) 86-2933937		

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 Mamakating I, LLC	IDA project number (use OSC number) 48012204A	
Street address of project site Barone Road		
City, town, or village Wurtsboro, Town of Mamakating	State NY	ZIP code 12790
Enter the date that you were appointed agent or project operator (mm/dd/yy) ..... 12 / 15 / 22	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 is 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	



EXHIBIT 5(h)-2

NYS FORM ST-123  
FOR  
SUBAGENTS OF COMPANY

[Attached Next Page]



# 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		
Street address			Street address		
City, town, or village	State	ZIP code	City, town, or village	State	ZIP code
Agent or project operator sales tax ID number (see instructions)					

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 Mamakating I, LLC	IDA project number (use OSC number) 48012204A	
Street address of project site Barone Road		
City, town, or village Wurtsboro, Town of Mamakating	State NY	ZIP code 12790
Enter the date that you were appointed agent or project operator (mm/dd/yy) .....	/	/
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 is 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	