
TRANSCRIPT OF PROCEEDINGS

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
LEASE/LEASEBACK TRANSACTION
MOHAWK SOLAR LLC PROJECT

CLOSING DATE: DECEMBER 20, 2019

APPROVING OPINION:

HODGSON RUSS LLP

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
LEASE/LEASEBACK TRANSACTION
MOHAWK SOLAR, LLC PROJECT

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Exhibit A - Chapter 666 of the Laws of 1970 of the State of New York, as amended;	
Exhibit B - Certificate of Establishment and Certificates of Appointment of the current members of the Agency, certified by the New York State Department of State, Miscellaneous Records Unit;	
Exhibit C - By-Laws of the Agency;	
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Exhibit A - Certificate of Formation of the Company, certified by the Delaware Department of State;	
Exhibit B - Second Amended and Restated Limited Liability Company Agreement of the Company;	
Exhibit C - Certificate of Good Standing relating to the Company, certified by the Secretary of State of the State of Delaware;	
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CLOSING MEMORANDUM

LEASE/LEASEBACK TRANSACTION MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY MOHAWK SOLAR LLC PROJECT

Date of Closing: December 20, 2019

Place of Closing: Hodgson Russ LLP
677 Broadway – Suite 301
Albany, New York 12207

I. DESCRIPTION OF THE TRANSACTION:

In May, 2018, Mohawk Solar LLC (the “Company”), a limited liability company duly organized and validly existing under the laws of the State of Delaware, presented an application (the “Application”) to Montgomery County Industrial Development Agency (the “Agency”), a public benefit corporation duly established under Chapter 1030 of the 1969 Laws of New York, codified as Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 666 of the Laws of 1970 of the State of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”), which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project to include the following: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the “Land”), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency.

By resolution adopted by the members of the Agency on May 17, 2018 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project.

Pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notices of public hearings of the Agency (collectively, the "Public Hearings") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 10, 2018 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notices of the Public Hearings to be posted on (i) October 10, 2018 on a bulletin board located at 12 Mitchell Street in the Town of Canajoharie, Montgomery County, New York and (ii) October 11, 2018 on a bulletin board located at the 134 Highway 80 in the Town Clerk's Office in the Town of Minden, Montgomery County, New York, (C) caused notices of the Public Hearings to be posted on October 10, 2018 on the Agency's website; (D) caused notices of the Public Hearings to be published on October 12, 2018 in (i) the Courier Standard Enterprise, a newspaper of general circulation available to the residents of the Town of Canajoharie, Montgomery County, New York and (ii) The Recorder, a newspaper of general circulation available to the residents of the Town of Minden, Montgomery County, New York, (D) conducted the Public Hearings on October 24, 2018 at 6:00 p.m., local time, at the Municipal Town Building, 134 Highway 80, Fort Plain, New York and at 7:30 p.m., local time, at 12 Mitchell Street, Canajoharie, New York, respectively, and (E) prepared reports of the Public Hearings (collectively, the "Hearing Reports") fairly summarizing the views presented at such Public Hearings and caused copies of said Hearing Reports to be made available to the members of the Agency.

Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on December 20, 2018 (the "SEQR Resolution"), the Agency (A) determined that as a result of the Company having submitted a preliminary scoping statement, among other materials, documents, status reports, and filing letters, to the New York State Board on Electric Generation Siting and the Environment with respect to the Project pursuant to Article 10 of the Public Service Law of the State of New York, as amended ("Article 10"), the Project is exempt from review under SEQRA pursuant to the provisions of Article 10 and therefore no SEQRA review is required.

By resolution adopted by the members of the Agency on December 20, 2018 (the "PILOT Deviation Approval Resolution"), the members of the Agency determined to deviate from the Agency's uniform tax exemption policy with respect to the Project.

By further resolution adopted by the members of the Agency on December 20, 2018 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of December 1, 2019 (the "Lease Agreement") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents").

Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency.

Simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency (1) a certain underlying lease dated as of December 1,

2019 (the “Underlying Lease”) by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency its leasehold interest in the Leased Property (as defined therein), (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of December 1, 2019 (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility and (2) a certain recapture agreement (the “Section 875 GML Recapture Agreement”) by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company will execute and deliver the uniform agency project agreement dated as of December 1, 2019 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement, (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”).

Among the actions taken by the Agency with respect to the Project prior to the Closing Date were the following:

May, 2018	The Company filed the Application with the Agency.
May 17, 2018	The Agency adopted the Public Hearing Resolution.
October 10, 2018 and October 11, 2018	Notices of the Public Hearings were posted.
October 10, 2018	Notices of the Public Hearings were mailed to the chief executive officers of the affected tax jurisdictions.
October 12, 2018	Notices of the Public Hearing were published.
October 24, 2018	The Agency conducted the Public Hearings.
December 20, 2018	The Agency adopted the SEQR Resolution.
December 20, 2018	The Agency adopted the PILOT Deviation Approval Resolution.
December 20, 2018	The Agency adopted the Approving Resolution.

II. PARTIES REPRESENTED AT THE CLOSING:

AGENCY:

(A)

Matthew Beck, Chairman
Kenneth Rose, Chief Executive Officer\
Montgomery County Industrial Development Agency

AGENCY COUNSEL: (AC)
A. Joseph Scott, III., Esq.
Christopher C. Canada, Esq.
Hodgson Russ LLP

COMPANY: (C)
Steve Krump
Jesse Gronner
Mohawk Solar LLC

COMPANY COUNSEL: (CC)
Peter Swartz, Esq.
Matthew Moses, Esq.
Swartz Moses PLLC

III. ACTION TO BE TAKEN AT THE CLOSING:

The following documents, or copies thereof, are to be delivered (except as indicated) to the Agency, Agency Counsel, the Company and Company Counsel as follows:

	<u>Production Respons.</u>	<u>Execution Respons.</u>
A. Basic Documents:		
1. Underlying Lease.	HR	C, A
2. Memorandum of the Underlying Lease, together with a NYS Department of Taxation and Finance combined real estate transfer tax return, credit line mortgage certificate and certification of exemption from the payment of estimated personal income tax (TP-584).	HR	C, A
3. Lease Agreement.	HR	C, A
4. Memorandum of the Lease Agreement, together with a NYS Department of Taxation and Finance combined real estate transfer tax return, credit line mortgage certificate and certification of exemption from the payment of estimated personal income tax (TP-584).	HR	C, A
5. Payment in Lieu of Tax Agreement.	HR	C, A
6. Uniform Agency Project Agreement.	HR	C, A
7. Section 875 GML Recapture Agreement.	HR	C, A
8. Closing Receipt.	HR	C, A

	<u>Production Respons.</u>	<u>Execution Respons.</u>
B. <u>Items to be delivered by the Agency:</u>		
1. General Certificate of the Agency regarding incumbency and signatures of officers, execution of the Basic Documents and the other documents to be executed by the Agency in connection therewith (the "Agency Documents"), no litigation and continued existence, with the following items included as exhibits:	HR	A
Exhibit A - Chapter 666 of the Laws of 1970 of the State of New York, as amended;	HR	--
Exhibit B - Certificate of Establishment and Certificates of Appointment of the current members of the Agency, certified by the New York State Department of State, Miscellaneous Records Unit;	HR	--
Exhibit C - By-Laws of the Agency;	HR	—
Exhibit D - Public Hearing Resolution;	HR	A
Exhibit E - Proof of the mailing of the notices of the Public Hearings (the "Public Hearing Notices") to the chief executive officers of the affected tax jurisdictions;	A	A
Exhibit F - Proof of publication of the Public Hearing Notices;	HR	A
Exhibit G- Proofs of posting of the Public Hearing Notices;	HR	A
Exhibit H - Reports of the Public Hearings;	A	—
Exhibit I - SEQR Resolution;	HR	A
Exhibit J - PILOT Deviation Approval Resolution; and	HR	A
Exhibit K - Approving Resolution.	HR	A
2. Certificate Regarding No Conflicts of Interest.	HR	A
3. Sales Tax Exemption Letter.	HR	A
4. Thirty-Day Sales Tax Report.	HR	A
5. Proof of Mailing of the Thirty-Day Sales Tax Report to the New York State Department of Taxation and Finance.	HR	A
6. Real Property Tax Exemption Form.	HR	A

	<u>Production Respons.</u>	<u>Execution Respons.</u>
7. Proof of (A) mailing and (B) filing of Real Property Tax Exemption Form to the chief executive officer and assessor of each of the Affected Tax Jurisdictions.	HR	HR
8. Agency Counsel Disclosure Statement.	HR	HR
C. <u>Items to be delivered by the Company:</u>		
1. General Certificate of the Company regarding incumbency and signatures of officers, execution of the Lease Agreement and the other documents to which the Company is a party (the "Company Documents"), no litigation and continued existence, with the following items included as exhibits:	HR	C, CC
Exhibit A - Certificate of Formation of the Company, certified by the Delaware Department of State;	CC	—
Exhibit B - Second Amended and Restated Limited Liability Company Agreement of the Company;	CC	—
Exhibit C - Certificate of Good Standing relating to the Company, certified by the Secretary of State of the State of Delaware;	CC	—
Exhibit D - Certificate of Authority to do business in New York State as a limited liability company, certified by the New York State Department of State;	CC	—
Exhibit E - Written Consent of Sole Member of the Company approving and authorizing the execution and delivery by the Company of the Company Documents; and	CC	--
Exhibit F - Pending Litigation.	CC	—
2. Affidavit of the Company regarding (A) estimated Project cost and (B) no Project change.	HR	C
3. Insurance certificates regarding compliance with the insurance requirements of Section 6.3 and Section 6.4 of the Lease Agreement.	CC	-
D. <u>Opinions of Counsel:</u>		
1. Opinion of Hodgson Russ LLP, counsel to the Agency, addressed to the Agency and the Company.	HR	HR

	<u>Production Respons.</u>	<u>Execution Respons.</u>
2. Opinion of Swartz Moses PLLC, counsel to the Company, addressed to the Agency and the Company.	HR	CC

IV. ACTION TO BE TAKEN CONCURRENTLY
WITH OR AFTER THE CLOSING:

1. The Underlying Lease (or a memorandum thereof) and the Lease Agreement (or a memorandum thereof) are to be recorded in the order listed by the Agency in the office of the County Clerk of Montgomery County, New York.

2. The Real Property Tax Exemption Form, with a copy of the Payment in Lieu of Tax Agreement attached thereto, is to be (A) filed by the Agency (or by Agency Counsel) with the appropriate assessor(s) of each of the Affected Tax Jurisdictions and (B) mailed by the Agency (or by Agency Counsel) to the chief executive officer of each of the Affected Tax Jurisdictions.

3. The Thirty-Day Sales Tax Report is to be mailed by the Agency (or by Agency Counsel) to the New York State Department of Taxation and Finance.

CLOSING ITEM NO.: A-1

MOHAWK SOLAR LLC,
AS LANDLORD

AND

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY,
AS TENANT

UNDERLYING LEASE

DATED AS OF DECEMBER 1, 2019

RELATING TO A LEASEHOLD INTEREST GRANTED BY THE
LANDLORD TO THE TENANT IN VARIOUS FEE SIMPLE,
LEASEHOLD AND EASEMENT INTERESTS HELD BY THE
LANDLORD IN CERTAIN PARCELS OF LAND LOCATED IN THE
TOWN OF MINDEN, MONTGOMERY COUNTY, NEW YORK AND
THE TOWN OF CANAJOHARIE, MONTGOMERY COUNTY, NEW
YORK.

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(This Table of Contents is not part of the Underlying Lease
and is for convenience of reference only.)

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UNDERLYING LEASE

THIS UNDERLYING LEASE dated as of December 1, 2019 (the “Underlying Lease”) by and between MOHAWK SOLAR LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “State”) having an office for the transaction of business located at 1125 NW Couch Street, Portland, Oregon (the “Company”), as landlord, and MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 9 Park Street, Fonda, New York (the “Agency”), as tenant;

WITNESSETH:

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

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the “State”) and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of 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 purposes, in order to advance the job opportunities, health, general prosperity and 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, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 666 of the Laws of 1970 of the State (collectively, with the Enabling Act, the “Act”) and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in May, 2018, the Company presented an application (the “Application”) to the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project to include the following: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the “Land”), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the “Financial Assistance”); and (C) the

lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on May 17, 2018 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notices of public hearings of the Agency (collectively, the “Public Hearings”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 10, 2018 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notices of the Public Hearings to be posted on (i) October 10, 2018 on a bulletin board located at 12 Mitchell Street in the Town of Canajoharie, Montgomery County, New York and (ii) October 11, 2018 on a bulletin board located at the Town Clerk’s Office in the Town of Minden, Montgomery County, New York, (C) caused notices of the Public Hearings to be posted on October 10, 2018 on the Agency’s website; (D) caused notices of the Public Hearings to be published on October 12, 2018 in (i) the Courier Standard Enterprise, a newspaper of general circulation available to the residents of the Town of Canajoharie, Montgomery County, New York and (ii) The Recorder, a newspaper of general circulation available to the residents of the Town of Minden, Montgomery County, New York, (D) conducted the Public Hearings on October 24, 2018 at 6:00 p.m., local time, at the Municipal Town Building, 134 Highway 80, Fort Plain, New York and at 7:30 p.m., local time, at 12 Mitchell Street, Canajoharie, New York, respectively, and (E) prepared reports of the Public Hearings (collectively, the “Hearing Reports”) fairly summarizing the views presented at such Public Hearings and caused copies of said Hearing Reports to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on December 20, 2018 (the “SEQRA Resolution”), the Agency determined that as a result of the Company having submitted a preliminary scoping statement, among other materials, documents, status reports, and filing letters, to the New York State Board on Electric Generation Siting and the Environment with respect to the Project pursuant to Article 10 of the Public Service Law of the State of New York, as amended (“Article 10”), the Project is exempt from review under SEQRA pursuant to the provisions of Article 10 and therefore no SEQRA review is required; and

WHEREAS, by resolution adopted by the members of the Agency on December 20, 2018 (the “PILOT Deviation Approval Resolution”), the members of the Agency determined to deviate from the Agency’s uniform tax exemption policy with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on December 20, 2018 (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of December 1, 2019 (the “Lease Agreement”) between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the “Basic Documents”); and

WHEREAS, pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company; and

WHEREAS, the Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency (1) this Underlying Lease, pursuant to which the Company will lease to the Agency its leasehold interest in the Leased Property (as defined herein), (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of December 1, 2019 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility and (2) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company will execute and deliver the uniform agency project agreement dated as of December 1, 2019 (the "Uniform Agency Project Agreement") by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement, (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and

WHEREAS, the Company desires to convey the leasehold interest created pursuant to this Underlying Lease to the Agency on the terms and conditions set forth in this Underlying Lease; and

WHEREAS, pursuant to the Lease Agreement, the Company will, as agent of the Agency, undertake and complete the Project and the Agency will lease the Project Facility to the Company, and it is the intention of the parties hereto that the leasehold interest created pursuant to this Underlying Lease and the Company's leasehold interest in the Project Facility created by the Lease Agreement shall not merge; and

WHEREAS, all things necessary to constitute this Underlying Lease a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Underlying Lease have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

ARTICLE I

DEFINITIONS

SECTION 1.1. DEFINITIONS. All of the capitalized terms used in this Underlying Lease and the preambles hereto not otherwise defined shall have the meanings assigned thereto in the Schedule of Definitions attached hereto as Appendix A and made a part hereof.

SECTION 1.2. INTERPRETATION. In this Underlying Lease, unless the context otherwise requires:

(A) The terms “hereby”, “hereof”, “herein”, “hereunder”, and any similar terms as used in this Underlying Lease, refer to this Underlying Lease, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the date of this Underlying Lease.

(B) Words of masculine gender shall mean and include correlative words of feminine and neuter genders.

(C) Words importing the singular number shall mean and include the plural number, and vice versa.

(D) Any headings preceding the texts of the several Articles and Sections of this Underlying Lease, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Underlying Lease nor affect its meaning, construction or effect.

(E) Any certificates, letters or opinions required to be given pursuant to this Underlying Lease shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Underlying Lease.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1. REPRESENTATIONS AND WARRANTIES OF THE AGENCY. The Agency makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(A) The Agency has been duly established under the provisions of the Act and has the power to enter into this Underlying Lease and to carry out its obligations hereunder and has been duly authorized to execute this Underlying Lease.

(B) Neither the execution and delivery of this Underlying Lease nor the consummation of the transactions contemplated hereby will conflict with or result in a breach by the Agency of any of the terms, conditions or provisions of the Act, the by-laws of the Agency or any order, judgment, agreement or instrument to which the Agency is a party or by which the Agency is bound, or will constitute a default by the Agency under any of the foregoing.

SECTION 2.2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(A) The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is qualified and authorized to do business in the State and has the power to enter into this Underlying Lease and carry out its obligations hereunder and has been duly authorized to execute this Underlying Lease. This Underlying Lease and the transactions contemplated hereby have been duly authorized by all necessary action on the part of the members of the Company.

(B) Neither the execution and delivery of this Underlying Lease, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Underlying Lease will (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Company's articles of organization or operating agreement or any order, judgment, agreement or instrument to which the Company is a party or by which the Company or any of its Property is bound, or (2) constitute a default by the Company under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon any Property of the Company under the terms of any such instrument or agreement, other than Permitted Encumbrances or (3) require consent (which has not been heretofore received) under any restriction, agreement or instrument to which the Company is a party or by which the Company or any of its Property may be bound or affected, or (4) except with respect to an Article 10 certificate from the New York State Board on Electric Generation Siting and the Environment (which has not been heretofore obtained but which the Company is pursuing), require consent under or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court (domestic or foreign) having jurisdiction over the Company or any of the Property of the Company.

ARTICLE III
LEASE PROVISIONS

SECTION 3.1. LEASE. (A) Subject only to Permitted Encumbrances, the Company hereby demises and leases to the Agency, and the Agency hereby hires and takes leases from the Company, a leasehold interest in (1) the Company's fee simple interests, leasehold interests and easement interests in certain parcels of land located in the Town of Minden, Montgomery County, New York and in the Town of Canajoharie, Montgomery County, New York (collectively, the "Land"), as said Land is more particularly described on Exhibit A attached hereto and (2) the Company's fee simple interests, leasehold interests and easement interests to be acquired after the Closing Date in certain parcels of land located in the Town of Minden, Montgomery County, New York and in the Town of Canajoharie, Montgomery County, New York (collectively, the "Supplemental Land"), together with all Project-related improvements, Equipment and personal property (including personal property temporarily used or rented) now and hereafter located thereon or dedicated to the Project, including the Facility and the Equipment described in Exhibit B attached hereto, being sometimes collectively referred to as the "Leased Property"), for the term set forth in Section 3.2 hereof. The Leased Property is intended to include, to the extent the Company has an interest therein, of (1) all Project-related buildings, improvements, Equipment and personal property located on the Land or dedicated to the Project (excluding personal property temporarily used or rented), (2) any strips or gores of land adjoining the Land, (3) any land lying in the bed of any street or avenue abutting the Land, to the centerline thereof, and (4) a non-exclusive right to use any easements or other rights in adjoining property inuring to the Company by reason of the Company's interest in the Land.

(B) It is the intention of the Company and the Agency that the Agency shall hold a leasehold interest in the Leased Property. Accordingly, a leasehold interest in the Facility and any other improvements hereinafter constructed by the Company on the Land shall vest in the Agency or its successors and assigns as and when the same are constructed thereon, and a leasehold interest in the Equipment and any other personal property (excluding personal property temporarily used or rented) hereinafter acquired or installed by the Company on the Land or dedicated to the Project shall vest in the Agency or its successors and assigns as and when the same are acquired or installed thereon or dedicated to the Project.

(C) The Company may acquire the Supplemental Land after the Closing Date and desires to subject such Supplemental Land to this Underlying Lease. The Company will, and will be permitted by the Agency to, subject such Supplemental Land to this Underlying Lease by executing and delivering a supplement to this Underlying Lease (each, an "Underlying Lease Supplement"). The form of Underlying Lease Supplement is attached hereto as Exhibit C.

SECTION 3.2. TERM. (A) The term of this Underlying Lease (the "Term") shall commence as of the dated date hereof and shall expire on the termination of the Lease Agreement Term (as defined in the Lease Agreement), so long as neither the Lease Agreement nor the Company's right of possession as lessee thereunder shall have been terminated by the Agency pursuant to Article X thereof.

(B) So long as neither the Lease Agreement nor the Company's right of possession as lessee thereunder shall have been terminated by the Agency pursuant to Article X thereof, upon any termination of this Underlying Lease, the Company shall prepare and the Agency will execute and deliver to the Company such instruments as the Company shall deem appropriate to evidence the release and discharge of this Underlying Lease.

SECTION 3.3. RENT. The rent payable by the Agency under this Underlying Lease shall be one dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged by the Company.

SECTION 3.4. USE; LEASE AGREEMENT; NON-MERGER. (A) So long as neither the Lease Agreement nor the Company's right of possession as lessee thereunder have been terminated by the Agency pursuant to Article X thereof, the Agency shall (1) hold and use the Leased Property only for lease to the Company under the Lease Agreement and (2) shall not sell or assign its rights hereunder nor the leasehold estate hereby created, except as provided in the Lease Agreement.

(B) Contemporaneously with the execution and delivery of this Underlying Lease, the Agency is entering into the Lease Agreement, pursuant to which the Company as agent of the Agency agrees to undertake and complete the Project and the Agency agrees, upon completion of the Project, to lease the Project Facility to the Company. Pursuant to the Lease Agreement, the Company, as tenant of the Project Facility under the Lease Agreement, is required to perform all of the Agency's obligations under this Underlying Lease. Accordingly, and notwithstanding anything to the contrary contained in this Underlying Lease, the Company shall not be entitled to declare a default hereunder or exercise any rights or remedies hereunder if any asserted default by the Agency hereunder relates to a failure by the Company, as tenant of the Project Facility under the Lease Agreement, to perform its corresponding obligations under the Lease Agreement.

(C) Notwithstanding the lease of the Project Facility by the Agency to the Company pursuant to the Lease Agreement, during the Term of this Underlying Lease, there shall be no merger of this Underlying Lease nor of the leasehold estate created by this Underlying Lease with the leasehold, easement or fee simple interests in the Leased Property or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (1) this Underlying Lease or the leasehold estate created by this Underlying Lease or any interest in this Underlying Lease or in any such leasehold estate and (2) the leasehold, easement or fee simple interests in the Leased Property or any part thereof or any interest in such leasehold, easement or fee simple interests, and no such merger shall occur unless and until all corporations, firms and other entities, including any mortgagee having any interest in (x) this Underlying Lease or the leasehold estate created by this Underlying Lease and (y) the leasehold, easement or fee simple interests in the Leased Property or any part thereof or any interest in such leasehold, easement or fee simple interests shall join in a written instrument effecting such merger and shall duly record the same.

(D) Subject to the terms of the Lease Agreement, upon any termination of the Lease Agreement or the Company's rights of possession as lessee thereunder pursuant to Article X thereof, the Agency may use the Leased Property for any lawful purpose, may sell or assign its rights hereunder or the leasehold estate hereby created to any Person or Persons without the consent of the Company, and may enter upon the Leased Property for purpose of taking possession thereof. Further, the Company agrees that the Agency shall have the rights granted to the Agency pursuant to Section 8.3 of the Lease Agreement.

SECTION 3.5. ADDITIONS, ALTERATIONS AND IMPROVEMENTS. Subject to the provisions of the Lease Agreement, the Company shall have the right, from time to time, to make such changes, additions, improvements and alterations, demolition or new construction, structural or otherwise, to the Leased Property as the Company shall deem necessary or desirable. A leasehold interest in Project-related improvements, Equipment and personal property (excluding personal property temporarily used or leased) now located or hereafter constructed upon the Leased Property or acquired and installed on the Leased Property or dedicated to the Project, and any modifications, additions, restrictions, repairs and replacements, thereof, shall be in the Agency during the Term, except as otherwise provided in the Lease Agreement.

SECTION 3.6. ASSIGNMENT. (A) So long as neither the Lease Agreement nor the Company's right of possession as lessee thereunder shall have been terminated by the Agency pursuant to Article X thereof, neither the Agency nor the Company shall assign or transfer this Underlying Lease, nor sublease the whole or any part of the Property leased hereby, except that the Agency may (1) lease the leasehold interest created hereunder to the Company pursuant to the Lease Agreement and (2) mortgage the leasehold interest created hereunder to the Lender pursuant to the Mortgage. The Agency may enter into the Lease Agreement on the terms provided therein.

(B) The Company may assign this Underlying Lease pursuant to Sections 8.4 and 9.1 of the Lease Agreement.

SECTION 3.7. POSSESSION; QUIET ENJOYMENT. (A) Pursuant to the terms of the Lease Agreement, except as otherwise provided therein after the occurrence of an Event of Default thereunder, (1) the Company has the exclusive right to possess and make improvements to the Leased Property and (2) the Company shall have (a) sole and exclusive discretion and decisional control over and with respect to the development, construction and operation of and the structuring of agreements relating to the Project Facility, for any and all purposes (including with respect to financing relating to tax equity investment, for disposition of renewable energy credits and other benefits and proceeds of operations, and for the purposes contemplated by the underlying landowner easements and leases for the Land) and (b) the right to freely enter into any amendments, modifications, extensions, restatements and/or replacements of any of its interest in the Land, and/or any other agreement with any underlying owner of the Land, in each case without the consent of or any notice to the Agency. The Company shall be liable at all times for all risk, loss and damage with respect to the Project Facility.

(B) The Agency, upon paying the rent and observing and keeping all covenants, warranties, agreements and conditions of this Underlying Lease on the Agency's part to be kept, shall quietly have, hold and enjoy the Leased Property during the Term.

SECTION 3.8. LIENS. Except as otherwise provided in the Basic Documents, so long as neither the Lease Agreement nor the Company's right of possession as lessee thereunder shall have been terminated by the Agency pursuant to Article X thereof, the Agency shall not, directly, or indirectly, create or permit to be created, any mortgage, lien, encumbrance or other charge upon, or pledge of, the Leased Property or the Agency's interest therein (except for Permitted Encumbrances) without the Company's prior written consent.

SECTION 3.9. TAXES. (A) It is recognized that, under the provisions of the Act, the Agency is required to pay no taxes or assessments upon any property acquired by it or under its jurisdiction or control or supervision. Pursuant to the Lease Agreement, the Company has agreed to pay all taxes levied against the Project Facility, including the Leased Property.

(B) Pursuant to the Lease Agreement and the Payment in Lieu of Tax Agreement, the Agency has agreed to apply for the tax exemptions respecting the Leased Property to which the Agency may be entitled pursuant to the Act, upon the condition that the Company make certain payments in lieu of taxes respecting the Leased Property, as more fully set forth in the Lease Agreement and the Payment in Lieu of Tax Agreement. The Agency agrees to use its best efforts to apply for any tax exemptions to which the Agency may be entitled with respect to the Leased Property.

(C) In the event that (1) title to the Agency's interest in the Leased Property shall be conveyed to the Company, (2) on the date on which the Company obtains title to the Agency's interest in the Leased Property, the Leased Property shall be assessed as exempt upon the assessment roll of any one or more of

any taxing entities by reason of the involvement of the Agency with the Leased Property, and (3) the fact of obtaining title to the Agency's interest in the Leased Property shall not immediately obligate the Company to make pro rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), the Company shall be obligated to make payments in lieu of taxes to the respective receivers of taxes in amounts equal to those amounts which would be due from the Company as real property taxes with respect to the Agency's interest in the Leased Property if the Agency's interest in the Leased Property were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various taxing entities having jurisdiction over the Leased Property as the legal owner of record of the Agency's interest in the Leased Property.

SECTION 3.10. MAINTENANCE. Subject to the provisions of the Lease Agreement, during the Term the Company has agreed, at the Company's sole cost and expense, to keep and maintain or cause to be kept and maintained the Project Facility, including the Leased Property and all Project-related improvements now or hereafter located thereon, in good order and condition and make or cause to be made all repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. The Agency will have no responsibility with respect to the foregoing.

SECTION 3.11. CONDEMNATION. Subject to the provisions of the Lease Agreement and the other Basic Documents, in the event of a total, substantial or partial taking by eminent domain or for any public or quasi public use under any statute (or voluntary transfer or conveyance to the condemning agency under threat of condemnation), the Agency shall be entitled to its costs and expenses incurred with respect to the Leased Property (including any unpaid amounts due pursuant to the Basic Documents and the costs of participating in such condemnation proceeding or transfer), and thereafter the Agency shall not participate further in any condemnation award.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

SECTION 4.1. DEFAULT. (A) Any one or more of the following events shall constitute an “Event of Default” under this Underlying Lease:

(1) The failure of the Agency (or the Company on behalf of the Agency) to pay the rent due pursuant to this Underlying Lease within thirty (30) days after written notice to the Agency specifying the nature of such default; or

(2) The failure of the Agency (or the Company on behalf of the Agency) to observe and perform any covenant, condition or agreement on its part to be performed (other than as referred to in paragraph (1) above) and continuance of such failure for a period of sixty (60) days after notice to the Agency specifying the nature of such default; provided that if by reason of the nature of such default the same cannot be remedied within sixty (60) days, failure of the Agency (or the Company on behalf of the Agency), to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence.

(B) Notwithstanding the provisions of Section 4.1(A) hereof, if by reason of force majeure (as hereinafter defined) either party hereto shall be unable, in whole or in part, to carry out its obligations under this Underlying Lease and if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Underlying Lease of the party giving such notice so far as they are affected by such force majeure, shall be suspended during the continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (B) shall not be deemed an event of default under this Section. The term “force majeure” as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public, enemies, orders of any kind of government authority or any civil or military authority, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, partial or entire failure of utilities. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty and the party having difficulty shall not be required to settle any strike, lockout or other industrial disturbances by acceding to the demands of the opposing party or parties.

SECTION 4.2. REMEDIES ON DEFAULT. Whenever any Event of Default described in Section 4.1(A)(2) hereof shall have occurred, the Agency may, at its option, terminate this Underlying Lease upon not less than thirty (30) days written notice to the Company. If such notice is so given by the Agency this Underlying Lease shall automatically terminate upon the date set forth in the notice without the necessity of any further actions or the filing or recording of any documents or instruments. Nevertheless, the Agency may, but need not, record a Notice of the Cancellation of this Underlying Lease in the Montgomery County Clerk’s Office without the signature of the Company to confirm the termination of this Underlying Lease. Nothing contained in this Underlying Lease shall be deemed to limit, amend or modify the remedies available to the Agency pursuant to the Lease Agreement or other Basic Documents.

SECTION 4.3. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Underlying Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default

shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article IV, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 4.4. AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. In the event either party shall have been determined to have defaulted under any of the provisions of this Underlying Lease and the other party should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the defaulting party herein contained, the defaulting party shall, on demand therefor, pay to the other party the reasonable fees of such attorneys and such other expenses so incurred, whether an action is commenced or not.

SECTION 4.5. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V
MISCELLANEOUS

SECTION 5.1. SURRENDER. (A) The Agency shall, on the last day of the Term or on the last day of any earlier termination of the Term, surrender and deliver the Agency's right, title and interest in the Leased Property and all buildings, improvements, alterations, equipment and fixtures located thereon to the possession and use of the Company without delay and in good order, condition and repair, except for reasonable wear and tear.

(B) On the last day of the Term or on the last day of any earlier termination of the Term, the Agency's right, title and interest in all Project-related buildings, improvements, alterations, equipment located on the Leased Property shall automatically, and without the need of any further or additional instrument, vest in the Company. Notwithstanding the foregoing, upon the reasonable request of the Company, the Agency shall execute and deliver to the Company an instrument in the form of Exhibit C to the Lease Agreement to be recorded to confirm this vesting of right, title and interest.

SECTION 5.2. NOTICES. (A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (1) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) delivery is refused by the addressee, as evidenced by an affidavit of the Person who attempted to effect such delivery.

(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Mohawk Solar LLC
1125 NW Couch Street
Portland, Oregon 97209
Attention: Director, Non-Income Tax

WITH A COPY TO:

Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Matthew S. Moses, Esq.

IF TO THE AGENCY:

Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: A. Joseph Scott, III, Esq.

(C) The Agency or the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications to the Agency or the Company, as the case may be, shall be sent.

SECTION 5.3. APPLICABLE LAW. This Underlying Lease shall be governed exclusively by the applicable laws of the State.

SECTION 5.4. BINDING EFFECT. This Underlying Lease shall inure to the benefit of, and shall be binding upon the Agency and the Company and their respective successors and assigns; provided, that, except as provided elsewhere herein or in the other Basic Documents, the interest of the Agency in this Underlying Lease may not be assigned, sublet or otherwise transferred without the prior written consent of the Company.

SECTION 5.5. SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of the Agency or the Company to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining provisions hereof and shall in no way affect the validity of the other provisions of this Underlying Lease.

SECTION 5.6. AMENDMENTS, CHANGES AND MODIFICATIONS. This Underlying Lease may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto.

SECTION 5.7. EXECUTION OF COUNTERPARTS. This Underlying Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.8. TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The Table of Contents and the headings of the several Sections in this Underlying Lease have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Underlying Lease.

SECTION 5.9. NO RECOURSE; SPECIAL OBLIGATION. (A) The obligations and agreements of the Agency contained herein and in the other Basic Documents shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company) and employees 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 herein and in the other Basic Documents shall not constitute or give rise to an obligation of the State of New York or Montgomery

County, New York, and neither the State of New York nor Montgomery County, New York 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 payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility.

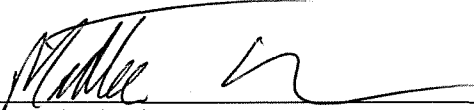
(C) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or under the other Basic Documents shall be sought or enforced against the Agency unless (1) the party seeking such order or decree shall first have requested the Agency in writing to take the 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, (2) 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 (3) 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 members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Company) and employees 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 in the other Basic Documents and any other instrument or document executed in connection herewith or therewith, and any other instrument or document supplemental thereto shall be deemed the obligations and agreements of the Company, and not of any member, officer, agent, servant or employees of the Company in his individual capacity, and the members, officers, agents, servants and employees of the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon on in respect hereof or thereof or of any transaction contemplated hereby or thereby.

SECTION 5.10. RECORDING. This Underlying Lease (or a memorandum thereof) and the Lease Agreement (or a memorandum thereof) shall be recorded, or filed, as the case may be, by the Agency (but at the sole cost and expense of the Company) in the office of the County Clerk of Montgomery County, New York or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

IN WITNESS WHEREOF, the Agency and the Company have caused this Underlying Lease to be executed in their respective names by their respective duly authorized officers and to be dated as of the day and year first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

IN WITNESS WHEREOF, the Agency and the Company have caused this Underlying Lease to be executed in their respective names by their respective duly authorized officers and to be dated as of the day and year first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

LEGAL
7N

BY: _____
Authorized Representative

BY: _____
Authorized Representative

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

On the 12th day of December, in the year 2019, before me, the undersigned, personally appeared MATTHEW BECK, 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.



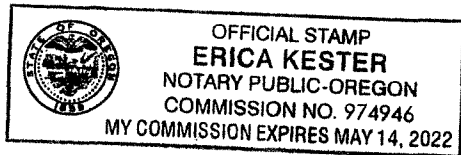
Notary Public

A. Joseph Scott, III
Notary Public, State of New York
Qualified in Albany County
No. 02SC4811591
Commission Expires December 31, 2022

STATE OF OREGON

COUNTY OF MULTNOMAH

On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared STEVE KRUMP, 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.



Gina Lester
Notary Public

STATE OF OREGON

COUNTY OF MULTNOMAH

On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared JESSE GRONNER, 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.



Grica Kester
Notary Public

APPENDIX A

SCHEDULE OF DEFINITIONS

The following words and terms used in the attached document shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

“Act” means Title 1 of Article 18-A of the General Municipal Law of the State, as amended from time to time, together with Chapter 666 of the 1970 Laws of the State, constituting Section 895-d of the General Municipal Law of the State, as amended from time to time.

“Affected Tax Jurisdiction” shall have the meaning assigned to such term in Section 854(16) of the Act), which defines such term, in the context of the Project, to mean any village, town, city, county, and school district in which the Project Facility is located.

“Affected Tax Jurisdictions” means all Affected Tax Jurisdictions in which the Project Facility is located.

“Affiliate” of any Person means any other Person which directly or indirectly controls, or is controlled by, or is under a common control with, such Person.

“Agency” means (A) Montgomery County Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which Montgomery County Industrial Development Agency or its successors or assigns may be a party.

“Annual Sales Tax Report” means a New York State Department of Taxation and Finance Form ST-340 (Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)), indicating the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency pursuant to Section 4.1(E) of the Lease Agreement.

“Applicable Laws” means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof (the applicability of such statutes, codes, laws, acts, ordinances, orders, rules, regulations, directions and requirements to be determined both as if the Agency were the owner of the Project Facility and as if the Company and not the Agency were the owner of the Project Facility), including but not limited to (1) applicable building, zoning, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2) restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, and (3) judgments, decrees or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority.

“Approving Resolution” means the resolution duly adopted by the Agency on December 20, 2018, authorizing and directing the undertaking and completion of the Project and the execution and delivery of the Basic Documents to which the Agency is a party.

“Article 10 Certificate” means the certificate issued by the New York State Board of Electric Generation Siting and the Environment authorizing construction of the Project.

“Authorized Representative” means (A) with respect to the Agency, its Chairman or Vice-Chairman, or such other Person or Persons at the time designated to act on behalf of the Agency by written certificate furnished to the Company containing the specimen signature of each such Person and signed on behalf of the Agency by its Chairman, Vice Chairman or such other person as may be authorized by resolution of the Agency to act on behalf of the Agency, and (B) with respect to the Company, its chief executive officer or chief financial officer, or such other Person or Persons at the time designated to act on behalf of the Company by written certificate furnished to the Agency containing the specimen signature of each such Person and signed on behalf of the Company by its chief executive officer or chief financial officer, or such other person as may be authorized by the members of the Company to act on behalf of the Company.

“Basic Documents” means the Underlying Lease, the Lease Agreement, the Uniform Agency Project Agreement, the Payment in Lieu of Tax Agreement, the Section 875 GML Recapture Agreement, and all other instruments and documents related thereto and executed in connection therewith, and any other instrument or document supplemental thereto, each as amended from time to time.

“Business Day” means any day of the year other than (A) a Saturday or Sunday, (B) a day on which the New York Stock Exchange is closed or (C) a day on which commercial banks in New York, New York are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

“Certificate of Occupancy” means, collectively, the documents or certificates provided by the Town of Minden, New York and the Town of Canajoharie, New York certifying that the Project Facility complies with applicable building and zoning codes, or a letter from the local Governmental Authority stating that no such certificate is required, and any and all permissions, licenses or consents required of Governmental Authorities for the occupancy, operation and use of the Project Facility for its intended purposes.

“Closing” means the closing at which the Basic Documents are executed and delivered by the Company and the Agency.

“Closing Date” means the date of the Closing.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations of the United States Treasury Department promulgated thereunder.

“Company” means Mohawk Solar LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, and its successors and assigns, to the extent permitted pursuant to Section 8.4 of the Lease Agreement.

“Completion Date” means the earlier to occur of (A) August 31, 2023 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

“Condemnation” means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any Governmental Authority.

“Contractor Subagent” shall have the meaning assigned to such term in Section 8.12(F) of the Lease Agreement.

“County” means Montgomery County, New York.

“Default Interest Rate” means a per annum rate of interest equal to twelve percent (12%) per annum, or the maximum rate of interest permitted by law, whichever is less.

“Default Transferee” shall have the meaning assigned to such term in Section 8.4(E)(4) of the Lease Agreement.

“Equipment” means all equipment, fixtures, machines, building materials and items of personal property and all appurtenances intended to be acquired in connection with the completion of the Project prior to the Completion Date with the proceeds of any payment made by the Company pursuant to Section 4.1(H) of the Lease Agreement, and such substitutions and replacements therefor as may be made from time to time pursuant to the Lease Agreement, including without limitation, all the Property described in Exhibit B attached to the Lease Agreement.

“Event of Default” means, with respect to any particular Basic Document, any event specified as an Event of Default pursuant to the provisions thereof.

“Facility” means all buildings (or portions thereof), improvements, structures and other related facilities, and improvements thereto, (A) located on the Land, (B) financed with the proceeds of any payment made by the Company pursuant to Section 4.1(G) of the Lease Agreement, and (C) not constituting a part of the Equipment, all as they may exist from time to time.

“Financed Default Transferee” shall have the meaning assigned to such term in Section 8.4(E)(4)(b)(ii) of the Lease Agreement.

“Financial Assistance” shall have the meaning assigned to such term in the fifth recital clause to the Lease Agreement.

“Governmental Authority” means the United States of America, the State, any other state and any political subdivision thereof, and any agency, department, commission, court, board, bureau or instrumentality of any of them.

“Gross Proceeds” means one hundred percent (100%) of the proceeds of the transaction with respect to which such term is used, including, but not limited to, the settlement of any insurance or Condemnation award.

“Hazardous Materials” shall mean all hazardous materials including, without limitation, any flammable explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), Articles 15 or 27 of the State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule or regulation.

“IDA Document Escrow Agreement” means the escrow agreement dated as of the Closing Date by and between the Agency and the Company governing their respective obligations under the Basic Documents during the period of escrow.

“Indebtedness” means (1) the monetary obligations of the Company to the Agency and its members, officers, agents, servants and employees under the Lease Agreement and the other Basic Documents, (2) the monetary obligations (without acceleration) of the Company to the Affected Tax Jurisdictions under the Payment in Lieu of Tax Agreement and the other Basic Documents, and (3) all interest accrued and accruing on any of the foregoing.

“Independent Counsel” means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and not a full-time employee of the Company or the Agency.

“Independent Engineer” means an engineer or architect or firm of engineers or architects duly admitted to practice engineering or architecture in the state and not a full-time employee of the Company or the Agency.

“Land” means approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York, as more particularly described on Exhibit A attached to the Lease Agreement.

“Lease Agreement” means the lease agreement dated as of December 1, 2019 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

“Leased Property” means the Property leased to the Agency pursuant to the Underlying Lease.

“Lease Supplement” means a Lease Agreement supplement by and between the Agency, as landlord, and the Company, as tenant, pursuant to which the Agency will lease Supplemental Land to the Company.

“Lender” means, if the Company intends to finance the Project with borrowed money, any financial institution or other person or entity that from time to time provides secured financing for some or all of the Project, the Project Facility, or operation of the Project Facility, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns.

“Lien” means any interest in Property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including but not limited to a security interest arising from a mortgage, a security agreement, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or a judgment against the Company. The term “Lien” includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics’, materialmen’s, warehousemen’s and carriers’ liens and other similar encumbrances affecting real property. For purposes of the Basic Documents, a Person shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

“Loan” means a loan to be made by the Lender to the Company and to be secured by, among other things, a Mortgage.

“Loan Documents” means, collectively, a Mortgage and any building loan and other agreements reasonably requested by the Lender in connection with any Loan.

“Mortgage” means, if the Company intends to finance the Project with borrowed money, one or more mortgages and any other security documents and related documents from the Agency and the Company and/or an affiliate of the Company (the “Affiliate”) to the Lender, which Mortgage will grant in favor of the Lender liens on and security interests in the Mortgaged Property to secure any Loan, as said mortgage or mortgages may be amended or supplemented from time to time.

“Mortgaged Property” means all Property which may from time to time be subject to the Lien of a Mortgage.

“Net Proceeds” means so much of the Gross Proceeds with respect to which that term is used as remain after payment of all fees for services, expenses, costs and taxes (including attorneys’ fees and expenses) incurred in obtaining such Gross Proceeds.

“Payment in Lieu of Tax Agreement” means the payment in lieu of tax agreement dated as of December 1, 2019 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

“Permitted Encumbrances” means (A) utility, access and other easements, rights of way, restrictions, encroachments and exceptions that exist on the Closing Date and benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (B) mechanics’, materialmen’s, warehousemen’s, carriers’ and other similar Liens, to the extent permitted by Section 8.8 of the Lease Agreement, (C) Liens for taxes, assessments and utility charges, to the extent permitted by Section 6.2(B) of the Lease Agreement, (D) any Lien on the Project Facility obtained through any Basic Document and (E) any Lien requested by the Company in writing and consented to by the Agency, which consent of the Agency shall not be unreasonably withheld or delayed.

“Person” means an individual, partnership, corporation, trust, unincorporated organization or Governmental Authority.

“PILOT Payment” means a payment in lieu of taxes with respect to the Project Facility pursuant to the provisions of the Payment in Lieu of Tax Agreement.

“Project” shall have the meaning set forth in the fifth recital clause to the Lease Agreement.

“Project Facility” means, collectively, the Land, the Facility and the Equipment.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“Real Property Tax Exemption Form” means a New York State Board of Real Property Services Form RP-412-a (Industrial Development Agencies - Application for Real Property Tax Exemption) relating to the Project Facility.

“Sales Tax Exemption Letter” shall have the meaning assigned to such term in Section 8.12 of the Lease Agreement.

“Section 875 GML Recapture Agreement” means the recapture agreement dated as of December 1, 2019 by and between the Company and the Agency, required by the Act, regarding the recovery or

recapture of certain sales and use taxes constituting a part of the Financial Assistance relating to the Project, as said recapture agreement may be amended or supplemented from time to time.

“SEQRA” means Article Eight of the Environmental Conservation Law of the State and the statewide regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6NYCRR Part 617, as amended, and any local regulations thereunder adopted pursuant thereto.

“State” means the State of New York.

“Subagent” shall have the meaning assigned to such term in Section 8.12(F) of the Lease Agreement.

“Subcontractor Subagent” shall have the meaning assigned to such term in Section 8.12(F) of the Lease Agreement.

“Subsidiary” means, with respect to any Person, any corporation, the majority of the voting securities of which at any time outstanding is owned directly or indirectly by such Person, or by one or more of such Person’s other Subsidiaries or by such Person in conjunction with one or more of its other Subsidiaries.

“Term” means the term of the Underlying Lease.

“Termination of Lease Agreement” means a termination of lease agreement by and between the Company, as tenant, and the Agency, as landlord, intended to evidence the termination of the lease agreement, substantially in the form attached as Exhibit E to the Lease Agreement.

“Termination of Underlying Lease” means the termination of the Underlying Lease from the Agency to the Company, evidencing termination of the Underlying Lease, substantially in the form attached as Exhibit C to the Lease Agreement, which termination is intended, upon certain terminations of the Lease Agreement, to terminate the leasehold interest of the Agency created pursuant to the Underlying Lease.

“Thirty-Day Sales Tax Report” means a New York State Department of Taxation and Finance Form ST-60 (IDA Appointment of Project Operator or Agent) notifying the New York State Department of Taxation and Finance that the Agency has appointed the Company, or a Subagent, to act as agent of the Agency pursuant to Section 4.1(E) of the Lease Agreement.

“Transfer” shall have the meaning assigned to such term in Section 8.4 of the Lease Agreement; provided that, for the purposes of Section 9.1 of the Lease Agreement, the term “Transfer” shall also include the assignment of the Lease Agreement to a purchaser of the Project Facility, as contemplated under Section 9.1(A) of the Lease Agreement.

“Transferee Loan Agreement” shall have the meaning assigned to such term in Section 8.4(E)(4)(b)(ii) of the Lease Agreement.

“Unassigned Rights” means (A) the rights of the Agency granted pursuant to Sections 2.2, 3.2, 3.3, 4.1(B), 4.1(D), 4.1(E)(2), 4.1(F), 4.1(G), 5.2(A), 5.3(B), 5.4(B), 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 7.1, 7.2, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.1, 9.3, 11.1, 12.4, 12.8 and 12.10 of the Lease Agreement, (B) the moneys due and to become due to the Agency for its own account or the members, officers, agents (other than the Company) and employees of the Agency for their own account pursuant to Sections 2.2(F), 3.3, 4.1, 5.3(B)(2), 5.3(C), 6.4(B), 8.2, 10.2 and 10.4 of the Lease Agreement, (C) the moneys due as payments in

lieu of taxes pursuant to Section 6.6 of the Lease Agreement and the Payment in Lieu of Tax Agreement, (D) the payments due from the Company pursuant to the Section 875 GML Recapture Agreement, and (E) the right to enforce the foregoing pursuant to Article X of the Lease Agreement.

“Underlying Lease” means the underlying lease dated as of December 1, 2019 by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company has conveyed a leasehold interest in the Leased Property to the Agency, as said underlying lease may be amended or supplemented from time to time.

“Underlying Lease Supplement” means an Underlying Lease supplement by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease Supplemental Land to the Agency.

“Uniform Agency Project Agreement” means the uniform agency project agreement dated as of December 1, 2019 by and between the Agency and the Company, pursuant to which the Agency has agreed to grant certain Financial Assistance to the Company, subject to certain conditions, as such agreement may be amended or supplemented from time to time.

EXHIBIT A
DESCRIPTION OF THE LAND

A leasehold interest created by a certain underlying lease dated as of December 1, 2019 (the “Underlying Lease”) between Mohawk Solar LLC (the “Company”), as landlord, and Montgomery County Industrial Development Agency (the “Agency”), as tenant, in approximately 1,000 acres of land located in the Town of Minden, Montgomery County, New York and the Town of Canajoharie, Montgomery County, New York (collectively, the “Land”), said Land being more particularly described below), together with all Project-related improvements, equipment, personal property (excluding personal property temporarily used or rented) now and hereafter located thereon or dedicated to the Project:

(Borchert). Easement Agreement between Timothy Borchert and Cynthia Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.2, dated June 8, 2018 and recorded in the Montgomery County Clerk’s Office on August 29, 2018 as Instrument No. 2018-79694.

(Borchert). Lease Agreement between Tim Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.12 and 77.-2-13, recorded on March 22, 2018 as Instrument No. 2018-77211, as amended by that Confirmation, Amendment, Affirmation, Adoption, Ratification and Continuation of Solar Energy Lease Agreement dated July 9, 2019 and recorded in the Montgomery County Clerk’s Office on September 3, 2019 as Instrument No. 2019-84849.

(Borchert). Setback and Easement Agreement between Timothy A. Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.2, dated August 6, 2019 and recorded in the Montgomery County Clerk’s Office on September 3, 2019 as Instrument No. 2019-84850.

(Chase). Easement Agreement between Leslie R. Chase, Jr. and Cynthia A. Chase and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-23, dated June 12, 2018 and recorded in the Montgomery County Clerk’s Office on August 29, 2018 as Instrument No. 2018-79693.

(Dean). Setback and Easement Agreement between Michael T. Dean and Suzanne M. Dean and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.12, dated November 15, 2019 and recorded in the Montgomery County Clerk’s Office on November 22, 2019 as Instrument No. 2019-85893.

(Dennis). Lease Agreement between Malvin K. Dennis and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-12.1, dated August 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk’s Office on March 22, 2018 as Instrument No. 2018-77213.

(Heiser). Easement Agreement between Scott Ralph Heiser and Deborah Lee Heiser and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-1.2, dated May 24, 2019 and recorded in the Montgomery County Clerk’s Office on August 5, 2019 as Instrument No. 2019-84470.

(Heiser). Lease Agreement between Jason Heiser and Linda C. Heiser and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 61.-2-24, 77.-2-3.2, 77.-2-16.2, 77.-2-16.12, 78.-1-1.1, 78.-1-39, and 78.-1-41 dated June 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77212.

(Fisher). Easement Agreement between Aaron K. Fisher and Miriam E. Fisher and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-15.1, 93.-1-15.2, and 78.-1-57, dated September 13, 2017 and recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018- 78482, as amended by a First Amendment dated June 4, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument Number 2019-83686.

(Izzo). Lease Agreement between Giovanni L. Izzo and Linda M. Izzo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-1, dated November 21, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77209.

(Mifsud). Lease Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78484.

(Mifsud). Easement Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated September 28, 2019 and recorded in the Montgomery County Clerk's Office on October 18, 2019 as Instrument Number 2019-85452.

(Moore). Easement Agreement between David V. Moore and Julie A. Moore and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-26.4, dated May 24, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument No. 2019-83687.

(Moyer). Setback and Easement Agreement between James R. Moyer and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-30 and 78.-1-29, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82893.

(Sarullo). Setback and Easement Agreement between Joseph W. Sarullo and Martha M. Sarullo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-8, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82894.

(Stoltzfus). Lease Agreement between Moses B. Stoltzfus and Rachel S. Stoltzfus and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 77.-2-1 and 61.-1-24.3, dated August 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77210.

(Shults). Lease Agreement between David Shults and Lori Ann Shults and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-3.1,

78.-1-6.2, and 78.-1-8, dated July 14, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77214.

(Stone). Lease Agreement between Clifford J. Stone and Joan E. Stone and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-21 dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78483.

(Timerman). Lease Agreement between Mark Timerman and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-3, dated January 18, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on July 19, 2018 as Instrument No. 2018-78983.

(Wengerd). Lease Agreement between Ezra S. Wengerd and Annie F. Wengerd and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-6.1, dated June 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78481.

(Zook). Lease Agreement between Levi Zook and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-11.1 and 77.-2-11.2, dated January 3, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on February 5, 2019 as Instrument No. 2019-81980.

EXHIBIT B

DESCRIPTION OF EQUIPMENT

All equipment, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, constructed and/or intended to be installed and/or to be acquired, constructed or installed prior to the Completion Date (as defined in the hereinafter defined Lease Agreement) in connection with the acquisition, construction and installation of the Mohawk Solar LLC Project (the "Project") of Montgomery County Industrial Development Agency (the "Agency"), said Project to be acquired, constructed and installed by Mohawk Solar LLC (the "Company") as agent of the Agency pursuant to a lease agreement dated as of December 1, 2019 by and between the Agency and the Company (the "Lease Agreement") and (B) now or hereafter attached to, contained in or used in connection with the Project or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, security system, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery;

(2) Solar-powered electric generating facility equipment and personal property, such as:

- Photovoltaic (PV) electric generating panels and modules and all associated equipment and accessories;
- Fixed-tilt racking structures or single-axis tracking structures and related anchors;
- Inverters;
- Concrete, rebar, inserts for concrete, and anchor bolts and anchor rings;
- Grounding cables and appurtenances;
- Conduit and fittings;
- Wire and cable;
- Meters;
- Electrical termination materials, devices, and kits;
- Junction boxes, switches, fittings, transformers and general electrical materials;
- Control systems, SCADA systems, and related cabling;
- Communications circuits and related equipment (T-1, fiber optic, etc.);
- Transformers;
- Substation equipment, steel, bus bar, switches, breakers, metering, relaying, buildings, security devices, lighting, fencing, grounding, communications equipment, lightning protectors, secondary power feeder and related accessories and components for a full substation;
- Wire and hardware for underground power collection system;
- Wire, hardware and poles for above-ground power collection system;
- Wire/cable, hardware and poles for transmission line(s);
- Gravel and rock for roads, foundations and pads;
- Geotextile fabric for roads, foundations and pads;
- Hardware for road entrances (gates);
- Protective materials and facilities (bollards, fencing, etc.);
- Environmental protection materials (silt fence, liners, traps, hay bales, curlex, jute

- netting, etc.);
- Drain tile;
- Culverts and other drainage accessories for road and stream crossings;
- Road construction materials;
- Specialized rigging equipment for material movement;
- Operations and maintenance, control house, and storage building materials, equipment and supplies;
- Back-up generators;
- Operations and maintenance equipment (gators, snow plows, snowmobiles, etc.);
- Security equipment, facilities and devices;
- Safety equipment and devices;
- Vehicles and tooling for maintenance crews;
- Related spare parts for all of above;
- Hand tools and equipment;
- Nuts, bolts, pipe and pipe fittings, tape, adhesives and other miscellaneous hardware;
- Trees, plants, seed, top soil, lime, fertilizer and straw;
- Miscellaneous hardware and paint;
- Diesel and gasoline fuel and lubricants;
- Office trailers, portable toilets; and
- Rental equipment (air compressors, generators, padding machines, bending machines, stump grinders, skidders, all-terrain type vehicles, sheet piling hammers, coating equipment, welders, earth-moving equipment, cranes, etc.); and

(3) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

EXHIBIT C

FORM OF UNDERLYING LEASE SUPPLEMENT

THIS UNDERLYING LEASE SUPPLEMENT (the “Underlying Lease Supplement”) dated as of _____, 20__, by and between MOHAWK SOLAR LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “State”) having an office for the transaction of business located at 1125 NW Couch Street, Portland, Oregon (the “Company”), as landlord, and MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 9 Park Street, Fonda, New York (the “Agency”), as tenant.

WITNESSETH:

WHEREAS, the Company, as landlord, and the Agency, as tenant, entered into an underlying lease dated as of December 1, 2019 (the “Underlying Lease”) pursuant to which, among other things, the Company leased the Leased Property (as defined in the Underlying Lease) to the Agency; and

WHEREAS, the Underlying Lease provides for the execution and delivery by the Company and the Agency of an Underlying Lease Supplement (as defined in the Underlying Lease), substantially in the form hereof, for the purpose of describing the Supplemental Land (as defined in the Underlying Lease) leased from the Company to the Agency pursuant to and in accordance with the terms of the Underlying Lease; and

WHEREAS, the Company and the Agency now desire to enter into this Underlying Lease Supplement;

NOW, THEREFORE, in consideration of the promises and other good and sufficient consideration, the Company and the Agency hereby agree as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Underlying Lease.

2. Pursuant to Section 3.1 of the Underlying Lease, the Company hereby leases to the Agency, and the Agency hereby rents and leases from the Company, the Company’s interest in the parcels of real property described in Exhibit A attached hereto, together with all Project-related improvements, Equipment and personal property (excluding personal property temporarily used or rented) now and hereafter located thereon or dedicated to the Project for the Term.

3. This Underlying Lease Supplement shall be construed in connection with and as part of the Underlying Lease, and all terms, conditions and covenants contained in the Underlying Lease shall be and remain in full force and effect and are incorporated herein by reference with the same force and effect as if fully set forth herein. The Land under the Underlying Lease shall include the Supplemental Land for all purposes under the Underlying Lease. The Leased Property under the Underlying Lease shall include all Project-related improvements, Equipment and personal property (excluding personal property temporarily used or rented) now and hereafter located on the Supplemental Land or dedicated to the Project for purposes of the Underlying Lease.

4. This Underlying Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

5. This Underlying Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

6. This Underlying Lease Supplement, or a memorandum thereof, shall be recorded by the Agency in the Office of the Clerk of the County of Montgomery, New York, or in such other office as may at the time be provided by law as the proper place for the recordation thereof.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Agency and the Company have caused this Underlying Lease Supplement to be executed in their respective names by their respective duly authorized officers and to be dated as of the day and year first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

BY: Avangrid Renewables, LLC,
An Oregon limited liability company,
Its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

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

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, 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.

Notary Public

[illegible]

On the ____ day of _____, in the year ____, before me, the undersigned, personally appeared _____, 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.

Notary Public

STATE OF OREGON)
)ss:
COUNTY OF MULTNOMAH)

On the ____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, 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.

Notary Public

EXHIBIT A

DESCRIPTION OF THE SUPPLEMENTAL LAND

[TO BE PROVIDED BY COMPANY AT TIME OF ENTRY
INTO AN UNDERLYING LEASE SUPPLEMENT]



MONTGOMERY COUNTY – STATE OF NEW YORK
BRITTANY L. KOLBE, COUNTY CLERK
P O BOX 1500, FONDA, NY 12068

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: 2020-86642

Receipt#: 2020305665

Clerk: AM

Rec Date: 01/23/2020 10:08:43 AM

Doc Grp: RP

Descrip: MEMORANDUM OF LEASE WITH A TP

Num Pgs: 12

Rec'd Frm: HODGSON RUSS LLP

Party1: MOHAWK SOLAR LLC

Party2: MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Town: MINDEN
CANAJOHARIE

Recording:

Cover Page	5.00
Recording Fee	75.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 105.00

Transfer Tax 0.00

Sub Total: 0.00

Total: 105.00

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

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

Transfer Tax #: 765

Transfer Tax

Total: 0.00

Record and Return To:

HODGSON RUSS LLP
677 BROADWAY
ALBANY, NEW YORK 12207

I hereby certify that the within and foregoing was
recorded in the Montgomery County Clerk's Office

Brittany L. Kolbe
Montgomery County Clerk

THIS IS NOT AN INVOICE

CLOSING ITEM NO.: A-2

MOHAWK SOLAR LLC,
AS LANDLORD

AND

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY,
AS TENANT

MEMORANDUM OF UNDERLYING LEASE

DATED AS OF DECEMBER 1, 2019

RELATING TO A LEASEHOLD INTEREST GRANTED BY THE
LANDLORD TO THE TENANT IN VARIOUS FEE SIMPLE,
LEASEHOLD AND EASEMENT INTERESTS HELD BY THE
LANDLORD IN CERTAIN PARCELS OF LAND LOCATED IN THE
TOWN OF MINDEN, MONTGOMERY COUNTY, NEW YORK AND
THE TOWN OF CANAJOHARIE, MONTGOMERY COUNTY, NEW
YORK.

THIS DOCUMENT IS INTENDED TO BE RECORDED IN LIEU OF
THE WITHIN-DESCRIBED UNDERLYING LEASE IN
ACCORDANCE WITH THE PROVISIONS OF SECTION 291-c OF
THE NEW YORK REAL PROPERTY LAW.

Record and Return:
Hodgson Russ LLP
677 Broadway
Albany, New York 12207
Attn: Pamela Weisberg

MEMORANDUM OF UNDERLYING LEASE

The undersigned, MOHAWK SOLAR LLC, a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 1125 NW Couch Street, Portland, Oregon (the "Company"), as landlord, and MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 9 Park Street, Fonda, New York (the "Agency"), as tenant, have entered into a underlying lease dated as of December 1, 2019 (the "Underlying Lease").

The Underlying Lease conveys a leasehold interest in the Company's fee simple interests, leasehold interests, and easement interests in certain parcels of land located in the Town of Minden, Montgomery County, New York and in the Town of Canajoharie, Montgomery County, New York (collectively, the "Land"), as said Land is more particularly described on Exhibit A attached hereto, together with all Project-related improvements, Equipment and personal property (including personal property temporarily used or rented) now and hereafter located thereon or dedicated to the Project, including the Facility and the Equipment, as described on Exhibit B (being collectively referred to hereinafter as the "Leased Property"). Capitalized terms used herein and not defined shall have the meanings give to such terms in the Underlying Lease.


The Underlying Lease provides for the rental of the Leased Property for a term (the "Term") commencing as of December 1, 2019 and expiring on the termination of the term of a lease agreement dated as of December 1, 2019 (the "Lease Agreement") by and between the Agency, as landlord, and the Company, as tenant, so long as neither the term of nor the Company's right of possession as lessee thereunder shall have been terminated by the Agency pursuant to Article X thereof. The Underlying Lease obligates the Agency, among other things, to pay rent of \$1.00 for the Term.

Pursuant to the Lease Agreement, the Company as agent of the Agency has agreed to undertake a project (the "Project") which involves acquiring the Land and improving same by constructing certain improvements thereon and thereto and acquiring and installing certain personal property thereon and therein (collectively with the Leased Property, the "Project Facility"). The Lease Agreement grants to the Company various rights to acquire all of the Agency's right, title and interest in and to the Project Facility. Upon any such acquisition of the Project Facility, the Agency shall surrender and deliver the Leased Property and all improvements located thereon to the Company. The Lease Agreement (or a memorandum thereof) is intended to be recorded in the office of the County Clerk of Montgomery County, New York immediately subsequent to the recording of this Memorandum of Underlying Lease.

Notwithstanding the lease of the Project Facility by the Agency to the Company pursuant to the Lease Agreement, during the term of the Underlying Lease, there shall be no merger of the Underlying Lease nor of the leasehold estate created by the Underlying Lease with either (A) the leasehold, easement, or fee simple interests in the Leased Property or any part thereof by reason of the fact that the same person or entity may acquire, own or hold the Underlying Lease or the leasehold estate created thereunder and the leasehold, easement, or fee simple interests in the Leased Property or (B) the sub-leasehold estate created by the Lease Agreement by reason of the fact that the same person or entity may acquire, own or hold the Underlying Lease or the leasehold estate created thereunder and the Lease Agreement or the sub-leasehold estate created thereunder.

IN WITNESS WHEREOF, the Company and the Agency have caused this Memorandum of Lease to Agency to be executed in their respective names, by their respective duly authorized officers and to be dated as of the day and year first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
Authorized Officer

MOHAWK SOLAR LLC

BY: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

IN WITNESS WHEREOF, the Company and the Agency have caused this Memorandum of Lease to Agency to be executed in their respective names, by their respective duly authorized officers and to be dated as of the day and year first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

BY: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

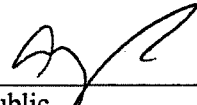
BY:  _____
Authorized Representative

LEGAL
7/2

BY:  _____
Authorized Representative

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

On the 12th day of December, in the year 2019, before me, the undersigned, personally appeared MATTHEW BECK, 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.

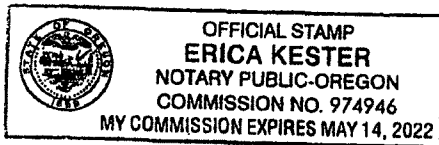


Notary Public

A. Joseph Scott, III
Notary Public, State of New York
Qualified in Albany County
No. 02SC4811591
Commission Expires December 31, 2022

STATE OF OREGON)
)ss:
COUNTY OF MULTNOMAH)

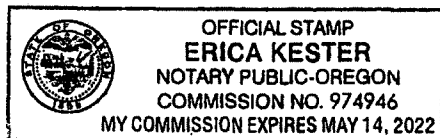
On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared STEVE KRUMP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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.



Arica Kester
Notary Public

STATE OF OREGON)
)ss:
COUNTY OF MULTNOMAH)

On the 15th day of December, in the year 2019, before me, the undersigned, personally appeared JESSE GRONNER, 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.



Guia Koter
Notary Public

EXHIBIT A

DESCRIPTION OF THE LEASED LAND

(Borchert). Easement Agreement between Timothy Borchert and Cynthia Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.2, dated June 8, 2018 and recorded in the Montgomery County Clerk's Office on August 29, 2018 as Instrument No. 2018-79694.

(Borchert). Lease Agreement between Tim Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.12 and 77.-2-13, recorded on March 22, 2018 as Instrument No. 2018-77211, as amended by that Confirmation, Amendment, Affirmation, Adoption, Ratification and Continuation of Solar Energy Lease Agreement dated July 9, 2019 and recorded in the Montgomery County Clerk's Office on September 3, 2019 as Instrument No. 2019-84849.

(Borchert). Setback and Easement Agreement between Timothy A. Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.2, dated August 6, 2019 and recorded in the Montgomery County Clerk's Office on September 3, 2019 as Instrument No. 2019-84850.

(Chase). Easement Agreement between Leslie R. Chase, Jr. and Cynthia A. Chase and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-23, dated June 12, 2018 and recorded in the Montgomery County Clerk's Office on August 29, 2018 as Instrument No. 2018-79693.

(Dean). Setback and Easement Agreement between Michael T. Dean and Suzanne M. Dean and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.12, dated November 15, 2019 and recorded in the Montgomery County Clerk's Office on November 22, 2019 as Instrument No. 2019-85893.

(Dennis). Lease Agreement between Malvin K. Dennis and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-12.1, dated August 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77213.

(Heiser). Easement Agreement between Scott Ralph Heiser and Deborah Lee Heiser and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-1.2, dated May 24, 2019 and recorded in the Montgomery County Clerk's Office on August 5, 2019 as Instrument No. 2019-84470.

(Heiser). Lease Agreement between Jason Heiser and Linda C. Heiser and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 61.-2-24, 77.-2-3.2, 77.-2-16.2, 77.-2-16.12, 78.-1-1.1, 78.-1-39, and 78.-1-41 dated June 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77212.

(Fisher). Easement Agreement between Aaron K. Fisher and Miriam E. Fisher and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-15.1, 93.-1-15.2, and 78.-1-57, dated September 13, 2017 and recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018- 78482, as amended by a First Amendment dated

June 4, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument Number 2019-83686.

(Izzo). Lease Agreement between Giovanni L. Izzo and Linda M. Izzo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-1, dated November 21, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77209.

(Mifsud). Lease Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78484.

(Mifsud). Easement Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated September 28, 2019 and recorded in the Montgomery County Clerk's Office on October 18, 2019 as Instrument Number 2019-85452.

(Moore). Easement Agreement between David V. Moore and Julie A. Moore and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-26.4, dated May 24, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument No. 2019-83687.

(Moyer). Setback and Easement Agreement between James R. Moyer and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-30 and 78.-1-29, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82893.

(Sarullo). Setback and Easement Agreement between Joseph W. Sarullo and Martha M. Sarullo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-8, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82894.

(Stoltzfus). Lease Agreement between Moses B. Stoltzfus and Rachel S. Stoltzfus and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 77.-2-1 and 61.-1-24.3, dated August 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77210.

(Shults). Lease Agreement between David Shults and Lori Ann Shults and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-3.1, 78.-1-6.2, and 78.-1-8, dated July 14, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77214.

(Stone). Lease Agreement between Clifford J. Stone and Joan E. Stone and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-21 dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78483.

(Timerman). Lease Agreement between Mark Timerman and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-3, dated January 18,

2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on July 19, 2018 as Instrument No. 2018-78983.

(Wengerd). Lease Agreement between Ezra S. Wengerd and Annie F. Wengerd and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-6.1, dated June 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78481.

(Zook). Lease Agreement between Levi Zook and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-11.1 and 77.-2-11.2, dated January 3, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on February 5, 2019 as Instrument No. 2019-81980.

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All equipment, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, constructed and/or intended to be installed and/or to be acquired, constructed or installed prior to the Completion Date (as defined in the hereinafter defined Lease Agreement) in connection with the acquisition, construction and installation of the Mohawk Solar LLC Project (the "Project") of Montgomery County Industrial Development Agency (the "Agency"), said Project to be acquired, constructed and installed by Mohawk Solar LLC (the "Company") as agent of the Agency pursuant to a lease agreement dated as of December 1, 2019 by and between the Agency and the Company (the "Lease Agreement") and (B) now or hereafter attached to, contained in or used in connection with the Project or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, security system, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery;

(2) Solar-powered electric generating facility equipment and personal property, such as:

- Photovoltaic (PV) electric generating panels and modules and all associated equipment and accessories;
- Fixed-tilt racking structures or single-axis tracking structures and related anchors;
- Inverters;
- Concrete, rebar, inserts for concrete, and anchor bolts and anchor rings;
- Grounding cables and appurtenances;
- Conduit and fittings;
- Wire and cable;
- Meters;
- Electrical termination materials, devices, and kits;
- Junction boxes, switches, fittings, transformers and general electrical materials;
- Control systems, SCADA systems, and related cabling;
- Communications circuits and related equipment (T-1, fiber optic, etc.);
- Transformers;
- Substation equipment, steel, bus bar, switches, breakers, metering, relaying, buildings, security devices, lighting, fencing, grounding, communications equipment, lightning protectors, secondary power feeder and related accessories and components for a full substation;
- Wire and hardware for underground power collection system;
- Wire, hardware and poles for above-ground power collection system;
- Wire/cable, hardware and poles for transmission line(s);
- Gravel and rock for roads, foundations and pads;
- Geotextile fabric for roads, foundations and pads;
- Hardware for road entrances (gates);
- Protective materials and facilities (bollards, fencing, etc.);
- Environmental protection materials (silt fence, liners, traps, hay bales, curlex, jute netting, etc.);

- Drain tile;
- Culverts and other drainage accessories for road and stream crossings;
- Road construction materials;
- Specialized rigging equipment for material movement;
- Operations and maintenance, control house, and storage building materials, equipment and supplies;
- Back-up generators;
- Operations and maintenance equipment (gators, snow plows, snowmobiles, etc.);
- Security equipment, facilities and devices;
- Safety equipment and devices;
- Vehicles and tooling for maintenance crews;
- Related spare parts for all of above;
- Hand tools and equipment;
- Nuts, bolts, pipe and pipe fittings, tape, adhesives and other miscellaneous hardware;
- Trees, plants, seed, top soil, lime, fertilizer and straw;
- Miscellaneous hardware and paint;
- Diesel and gasoline fuel and lubricants;
- Office trailers, portable toilets; and
- Rental equipment (air compressors, generators, padding machines, bending machines, stump grinders, skidders, all-terrain type vehicles, sheet piling hammers, coating equipment, welders, earth-moving equipment, cranes, etc.); and

(3) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.



**Combined Real Estate
Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor)	Social security number
<input type="checkbox"/> Individual	MOHAWK SOLAR LLC	
<input type="checkbox"/> Corporation	Mailing address	Social security number
<input type="checkbox"/> Partnership	1125 NW COUCH STREET	
<input type="checkbox"/> Estate/Trust	City State ZIP code	Federal EIN
<input type="checkbox"/> Single member LLC	PORTLAND OREGON 97209	47-4247745
<input checked="" type="checkbox"/> Other	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
Grantee/Transferee	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee)	Social security number
<input type="checkbox"/> Individual	MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY	
<input type="checkbox"/> Corporation	Mailing address	Social security number
<input type="checkbox"/> Partnership	9 PARK STREET; P.O. BOX 1500	
<input type="checkbox"/> Estate/Trust	City State ZIP code	Federal EIN
<input type="checkbox"/> Single member LLC	FONDA NEW YORK 12068	52-1283539
<input checked="" type="checkbox"/> Other	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
		SEE ATTACHED SCHEDULE	CANAJOHARIE AND MINDEN	MONTGOMERY

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance	Percentage of real property conveyed which is residential real property _____ % (see instructions)
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building	12 / 20 / 19	
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building	month day year	
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____		

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input checked="" type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input type="checkbox"/> Other (describe) _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____		
	Schedule B., Part II \$ _____		

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <input type="checkbox"/> Exemption claimed	1.		
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.		
3	Taxable consideration (subtract line 2 from line 1)	3.	0	00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.	0	00
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.		
6	Total tax due* (subtract line 5 from line 4)	6.	0	00

Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1	Enter amount of consideration for conveyance (from Part I, line 1)	1.		
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)	2.		
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

☐ Other (attach detailed explanation).

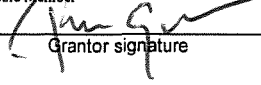
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

MOHAWK SOLAR LLC
BY: Avangrid Renewable LLC, An Oregon limited liability company,
its Manager and Sole Member

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY:  _____ Authorized Officer _____ Authorized Officer _____
Grantor signature Title Grantee signature Title

Steve Krump
Authorized Representative

BY:  _____ _____ _____
Grantor signature Title Grantee signature Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**I (we) certify that: *(check the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- ☐ Other *(attach detailed explanation)*.
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)*

Signature (both the grantor(s) and grantee(s) must sign)

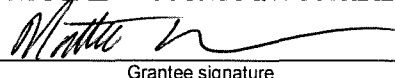
The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

MOHAWK SOLAR LLC
BY: Avangrid Renewables, LLC, An Oregon limited liability company,
Its Manager and Sole Member

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY: _____

Authorized Officer
Title


Grantee signature

Authorized Officer
Title

BY: _____

Grantor signature

Title

Grantee signature

Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under **Exemptions for nonresident transferor(s)/seller(s)** and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

COUNTY OF MONTGOMERY INDUSTRIAL DEVELOPMENT AGENCY - MOHAWK SOLAR PROJECT
SCHEDULE A TO TP-584 - SUMMARY OF REAL PROPERTY INTERESTS

Tax Parcel I.D. Number	Town	School District	Street	Underlying Property Owner	Company Real Property Interest
61.-2-24	Minden	Fort Plain CSD	144 Nestle Road	Heiser, Jason	Lease
61.-1-24.3	Minden	Fort Plain CSD	Nestle Road	Stoltzfus, Moses & Rachel	Lease
77.-2-1	Canajoharie	Fort Plain CSD	Nestle Road	Stoltzfus, Moses & Rachel	Lease
77.-2-15.2	Canajoharie	Canajoharie CSD	262 Marshville Road	Borchert, Timothy & Cynthia	Easement
77.-2-15.12	Canajoharie	Canajoharie CSD	282 Marshville Road	Borchert, Timothy	Lease
77.-2-13	Canajoharie	Canajoharie CSD	Clinton Road	Borchert, Timothy & Cynthia	Lease
77.-2-17.2	Canajoharie	Canajoharie CSD	270 Duncel	Borchert, Timothy & Cynthia	Setback and Easement
78.-1-23	Canajoharie	Canajoharie CSD	424 Fredericks Street	Chase, Leslie & Cynthia	Easement
77.-2-17.12	Canajoharie	Canajoharie CSD	266 Nestle Road	Dean, Michael & Suzanne	Setback and Easement
93.-1-12.1	Canajoharie	Canajoharie CSD	125 Dygert Road	Dennis, Malvin	Lease
78.-1-1.2	Canajoharie	Canajoharie CSD	560 Clinton Road	Heiser, Scott & Deborah Lee	Easement
77.-2-3.2	Canajoharie	Canajoharie CSD	Nestle Road	Heiser, Jason	Lease
77.-2-16.2	Canajoharie	Canajoharie CSD	Nestle Road	Heiser, Jason	Lease
77.-2-16.12	Canajoharie	Canajoharie CSD	Nestle Road	Heiser, Jason & Linda	Lease
78.-1-1.1	Canajoharie	Canajoharie CSD	Clinton Road	Heiser, Jason	Lease
78.-1-39	Canajoharie	Canajoharie CSD	616 Clinton Road	Heiser, Jason	Lease
78.-1-41	Canajoharie	Canajoharie CSD	Clinton Road	Heiser, Jason & Linda	Lease
93.-1-15.1	Canajoharie	Canajoharie CSD	492 Marshville Road	Fisher, Aaron & Miriam	Easement
93.-1-15.2	Canajoharie	Canajoharie CSD	Dygert Road	Fisher, Aaron & Miriam	Easement
78.-1-57	Canajoharie	Canajoharie CSD	Marshville Road	Fisher, Aaron & Miriam	Easement
93.-3-1	Canajoharie	Canajoharie CSD	122 Marshville Road	Izzo, Giovanni & Linda	Lease
78.-1-25	Canajoharie	Canajoharie CSD	775 Marshville Road	Mifsud, Louis & Jill	Lease
78.-1-25	Canajoharie	Canajoharie CSD	775 Marshville Road	Mifsud, Louis & Jill	Easement
78.-1-26.4	Canajoharie	Canajoharie CSD	665 Marshville Road	Moore, David & Julie	Easement
78.-1-30	Canajoharie	Canajoharie CSD	Clinton Road	Moyer, James	Setback and Easement
78.-1-29	Canajoharie	Canajoharie CSD	Fredericks Street	Moyer, James	Setback and Easement
77.-2-8	Canajoharie	Canajoharie CSD	786 Clinton Street	Sarullo, Joseph and Martha	Setback and Easement
78.-1-3.1	Canajoharie	Canajoharie CSD	487 Clinton Road	Shults, David & Lori Ann	Lease
78.-1-6.2	Canajoharie	Canajoharie CSD	Seebers Lane	Shults, David	Lease
78.-1-8	Canajoharie	Canajoharie CSD	Seebers Lane	Shults, David	Lease
78.-1-21	Canajoharie	Canajoharie CSD	389 Fredericks Street	Stone, Clifford & Joan	Lease
93.-3-3	Canajoharie	Canajoharie CSD	Marshville Road	Timerman, Mark	Lease
77.-2-6.1	Canajoharie	Canajoharie CSD	139 H. Jones Road	Wengerd, Ezra & Annie	Lease
77.-2-11.1	Canajoharie	Canajoharie CSD	280 Tanners Road	Zook, Levi	Lease
77.-2-11.2	Canajoharie	Canajoharie CSD	280 Tanners Road	Zook, Levi	Lease

CLOSING ITEM NO.: A-5

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

MOHAWK SOLAR LLC

LEASE AGREEMENT

DATED AS OF DECEMBER 1, 2019

RELATING TO A LEASEHOLD INTEREST HELD BY THE LANDLORD IN VARIOUS FEE SIMPLE, LEASEHOLD AND EASEMENT INTERESTS HELD OR TO BE HELD BY THE LANDLORD IN CERTAIN PARCELS OF LAND LOCATED IN THE TOWN OF MINDEN, MONTGOMERY COUNTY, NEW YORK AND THE TOWN OF CANAJOHARIE, MONTGOMERY COUNTY, NEW YORK.

THIS LEASE AGREEMENT CONSTITUTES A SECURITY AGREEMENT UNDER THE UNIFORM COMMERCIAL CODE OF THE STATE OF NEW YORK.

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LEASE AGREEMENT

THIS LEASE AGREEMENT dated as of December 1, 2019 (the "Lease Agreement") by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 9 Park Street, Fonda, New York (the "Agency"), and MOHAWK SOLAR LLC, a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 1125 NW Couch Street, Portland, Oregon (the "Company");

W I T N E S S E T H :

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

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of 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 purposes, in order to advance the job opportunities, health, general prosperity and 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, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 666 of the Laws of 1970 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in May, 2018, the Company presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on May 17, 2018 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notices of public hearings of the Agency (collectively, the “Public Hearings”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 10, 2018 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notices of the Public Hearings to be posted on (i) October 10, 2018 on a bulletin board located at 12 Mitchell Street in the Town of Canajoharie, Montgomery County, New York and (ii) October 11, 2018 on a bulletin board located at the Town Clerk’s Office in the Town of Minden, Montgomery County, New York, (C) caused notices of the Public Hearings to be posted on October 10, 2018 on the Agency’s website; (D) caused notices of the Public Hearings to be published on October 12, 2018 in (i) the Courier Standard Enterprise, a newspaper of general circulation available to the residents of the Town of Canajoharie, Montgomery County, New York and (ii) The Recorder, a newspaper of general circulation available to the residents of the Town of Minden, Montgomery County, New York, (D) conducted the Public Hearings on October 24, 2018 at 6:00 p.m., local time, at the Municipal Town Building, 134 Highway 80, Fort Plain, New York and at 7:30 p.m., local time, at 12 Mitchell Street, Canajoharie, New York, respectively, and (E) prepared reports of the Public Hearings (collectively, the “Hearing Reports”) fairly summarizing the views presented at such Public Hearings and caused copies of said Hearing Reports to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on December 20, 2018 (the “SEQRA Resolution”), the Agency determined that as a result of the Company having submitted a preliminary scoping statement, among other materials, documents, status reports, and filing letters, to the New York State Board on Electric Generation Siting and the Environment with respect to the Project pursuant to Article 10 of the Public Service Law of the State of New York, as amended (“Article 10”), the Project is exempt from review under SEQRA pursuant to the provisions of Article 10 and therefore no SEQRA review is required; and

WHEREAS, by resolution adopted by the members of the Agency on December 20, 2018 (the “PILOT Deviation Approval Resolution”), the members of the Agency determined to deviate from the Agency’s uniform tax exemption policy with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on December 20, 2018 (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into this Lease Agreement and certain other documents related thereto and to the Project (collectively with this Lease Agreement, the “Basic Documents”); and

WHEREAS, pursuant to the terms of this Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. This Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of this Lease Agreement (the “Closing”), (A) the Company will execute and deliver to the Agency (1) an underlying lease dated as of

December 1, 2019 (the “Underlying Lease”), pursuant to which the Company will lease to the Agency its leasehold interest in the Leased Property (as defined therein), (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of December 1, 2019 (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility and (2) a certain recapture agreement (the “Section 875 GML Recapture Agreement”) by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company will execute and deliver the uniform agency project agreement dated as of December 1, 2019 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement, (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”); and

WHEREAS, the providing of the Project Facility and the lease of the Project Facility to the Company pursuant to this Lease Agreement is for a proper purpose, to wit, to advance the job opportunities, health, general prosperity and economic welfare of the inhabitants of the State, pursuant to the provisions of the Act; and

WHEREAS, all things necessary to constitute this Lease Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Lease Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS, TO WIT:

ARTICLE I
DEFINITIONS

SECTION 1.1. DEFINITIONS. All of the capitalized terms used in this Lease Agreement and the preambles hereto not otherwise defined shall have the meanings assigned thereto in the Schedule of Definitions attached hereto as Appendix A and made a part hereof.

SECTION 1.2. INTERPRETATION. In this Lease Agreement, unless the context otherwise requires:

(A) the terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms as used in this Lease Agreement, refer to this Lease Agreement, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the date of this Lease Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) any headings preceding the texts of the several Articles and Sections of this Lease Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Lease Agreement nor affect its meaning, construction or effect; and

(E) any certificates, letters or opinions required to be given pursuant to this Lease Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Lease Agreement.

ARTICLE II
REPRESENTATIONS, WARRANTIES
AND COVENANTS

SECTION 2.1. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY. The Agency makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Agency is duly established under the provisions of the Act and has the power to enter into this Lease Agreement and the other Basic Documents to which the Agency is a party and to carry out its obligations hereunder and thereunder. Based upon the representations of the Company as to the utilization of the Project Facility, the Project will constitute a “project”, as such quoted term is defined in the Act. By proper official action, the Agency has been duly authorized to execute, deliver and perform this Lease Agreement and the other Basic Documents to which the Agency is a party.

(B) Neither the execution and delivery of this Lease Agreement or the other Basic Documents to which the Agency is a party, the consummation of the transactions contemplated hereby or thereby nor the fulfillment of or compliance with the provisions of this Lease Agreement or the other Basic Documents to which the Agency is a party will conflict with or result in a breach by the Agency of any of the terms, conditions or provisions of the Act, the by-laws of the Agency or any order, judgment, agreement or instrument to which the Agency is a party or by which the Agency is bound, or will constitute a default by the Agency under any of the foregoing.

(C) Pursuant to the Basic Documents, the Agency will acquire a leasehold interest in the Leased Property (as defined herein) from the Company, will cause the Project Facility to be acquired, constructed and installed and will lease the Project Facility to the Company pursuant to this Lease Agreement, all for the purpose of advancing the job opportunities, health, general prosperity and economic welfare of the people of the State and improving their standard of living.

(D) Except as provided in Article IX and Article X hereof, the Agency, to the extent of its interest therein, shall not sell, assign, transfer, encumber or pledge as security the Project Facility or any part thereof and shall maintain the Project Facility free and clear of all Liens or encumbrances, except for Permitted Encumbrances and as contemplated or allowed by the terms of this Lease Agreement and the other Basic Documents.

SECTION 2.2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is qualified and authorized to do business in the State of New York and has the power to enter into this Lease Agreement and the other Basic Documents to which the Company is a party and to carry out its obligations hereunder and thereunder. By proper action of its members, the Company has been duly authorized to execute, deliver and perform this Lease Agreement and the other Basic Documents to which the Company is a party.

(B) Except with respect to an Article 10 certificate from the New York State Board on Electric Generation Siting and the Environment (which has not been heretofore obtained but which the Company is pursuing) or as has been heretofore disclosed to the Agency, neither the execution and delivery of this Lease

Agreement or the other Basic Documents to which the Company is a party, the consummation of the transactions contemplated hereby and thereby nor the fulfillment of or compliance with the provisions of this Lease Agreement or the other Basic Documents to which the Company is a party will (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Company's articles of organization and operating agreement or any other restriction, order, judgment, agreement or instrument to which the Company is a party or by which the Company or any of its Property is bound, or (2) constitute a default by the Company under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon any Property of the Company under the terms of any such instrument or agreement, other than the Permitted Encumbrances, or (3) require consent (which has not been heretofore received) under any restriction, agreement or instrument to which the Company is a party or by which the Company or any of its Property may be bound or affected, or (4) require consent (which has not been heretofore obtained) under or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court (domestic or foreign) having jurisdiction over the Company or any of the Property of the Company.

(C) The completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State of New York to another area in the State of New York and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State of New York.

(D) The Project Facility does not constitute a project where facilities or property that are primarily used in making retail sales of goods and/or services to customers who personally visit such facilities constitute more than one third of the total cost of the Project Facility.

(E) The Basic Documents to which the Company is a party constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Company, enforceable in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the enforcement of creditors' rights and subject to general equitable principles.

(F) The Project Facility is, and so long as this Lease Agreement shall remain in effect, the Project Facility will continue to be a "project", as such quoted term is defined in the Act, and the Company will not take any action (or omit to take any action required by the Basic Documents or which the Agency advises the Company in writing should be taken), or allow any action to be taken, which action (or omission) would in any way (1) cause the Project Facility not to constitute a "project", as such quoted term is defined in the Act, or (2) cause the Financial Assistance to be applied in a manner contrary to that provided in the Basic Documents.

(G) The Project Facility and the operation thereof will comply in all material respects with all Applicable Laws, and the Company will defend and save the Agency and its officers, members, agents and employees harmless from all fines and penalties due to the Company's failure to comply therewith. The Company shall cause all notices as required by all Applicable Laws to be given, and shall comply or cause compliance with all Applicable Laws, and the Company will defend and save the Agency and its officers, members, agents and employees harmless from all fines and penalties due to the Company's failure to comply therewith.

(H) The Project will not have a "significant impact on the environment" (within the meaning of such term as used in SEQRA), and the Company hereby covenants to comply with all mitigation measures, requirements and conditions, if any, enumerated in the SEQRA Resolution (and any other environmental determinations issued under SEQRA by any other Governmental Authority) applicable to the acquisition, construction, reconstruction and installation of the Project Facility and in any other

approvals issued by any other Governmental Authority with respect to the Project and/or the Project Facility. No material changes with respect to any aspect of the Project Facility have arisen from the date of the adoption of the SEQRA Resolution which would cause the determinations of the members contained therein to be untrue.

(I) The Company acknowledges receipt of notice of Section 874(8) of the Act, which requires that, if the Company claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Company as agent of the Agency must annually file a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, of the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency.

(J) The Company acknowledges receipt of notice of Section 858-b of the Act, which requires that the Company list new employment opportunities created as a result of the Project with the following entities (hereinafter, the "JTPA Entities"): (1) the New York State Department of Labor Community Services Division and (2) the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)). The Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

(K) The Company acknowledges receipt of notice of Section 874(9) of the Act, which requires that, if the Company claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Agency shall file within thirty (30) days of the date the Company is appointed the agent of the Agency, a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, identifying the Company as agent of the Agency, setting forth the taxpayer identification number of the Company, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease.

ARTICLE III

CONVEYANCE AND USE OF
PROJECT FACILITY

SECTION 3.1. CONVEYANCE TO THE AGENCY. (A) Pursuant to the Underlying Lease, the Company has conveyed, will convey, or will cause to be conveyed, to the Agency a leasehold interest in (1) the Company's fee simple interests, leasehold interests, and easement interests in certain parcels of land located in the Town of Minden, Montgomery County, New York and in the Town of Canajoharie, Montgomery County, New York (collectively, the "Land"), as said Land is more particularly described on Exhibit A attached hereto, and (2) the Company's fee simple interests, leasehold interests, and easement interests to be acquired after the Closing Date in certain parcels of land located in the Town of Minden, Montgomery County, New York and in the Town of Canajoharie, Montgomery County, New York (collectively, the "Supplemental Land"), together with all Project-related improvements, Equipment and personal property (excluding personal property temporarily used or rented) now and hereafter located thereon or dedicated to the Project, including the Facility (the Land and all said Project-related improvements and personal property, including the Facility and the Equipment described on Exhibit B attached hereto, being sometimes collectively referred to as the "Leased Property"); provided, however, that the Agency's interest in the Project Facility shall be for the sole purpose of the Agency conferring the Financial Assistance in its quasi-governmental capacity and such interest undertaken by the Agency shall not include the rights and interests reserved to the Company under the Basic Documents. The Company shall execute, deliver and record or file all instruments necessary or appropriate to so vest leasehold interest in the Agency and shall take all action necessary or appropriate to protect such leasehold interest against claims of any third Persons. The Company shall, however, be entitled to physical possession and control of the Project Facility and shall be liable at all times for all risk, loss and damage with respect to the Project Facility.

(B) The Company hereby represents and warrants that it has good and valid interests in the Land and to the portions of the Project Facility that exist on the Closing Date, free and clear from all Liens except for Permitted Encumbrances, and agrees that the Company will defend, indemnify and hold the Agency harmless from any expense or liability due to any defect in such interests. The Company shall execute, deliver and record or file all instruments necessary or appropriate to protect such interests against claims of any third Persons. The Company also agrees to pay all reasonable expenses incurred by the Agency in defending any action with respect to the Agency's leasehold interest in the Project Facility or a Lien affecting the Project Facility, except for Permitted Encumbrances.

SECTION 3.2. USE OF PROJECT FACILITY. (A) Subsequent to the Closing Date, the Company shall be entitled to use the Project Facility in any manner not otherwise prohibited by the Basic Documents or the Act, provided such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act and does not tend, in the reasonable judgment of the Agency, to bring the Project Facility into disrepute as a public project; provided, however, that the Project Facility will not be used (1) as facilities used or to be used primarily for sectarian instruction or as a place of religious worship or (2) primarily as in connection with any part of a program of a school or department of divinity for any religious denomination; provided, further, however, that at no time shall any such use of the Project Facility be other than as a solar photovoltaic facility and uses related thereto, without the written consent of the Agency, which consent shall not be unreasonably withheld or delayed.

(B) Except as otherwise provided after the occurrence of an Event of Default hereunder, (1) the Company has the exclusive right to possess the Project Facility and make improvements relating thereto, and (2) the Company shall have (i) sole and exclusive discretion, determination rights and decisional control

over and with respect to the development, construction and operation of, and the structuring of agreements and relationships relating to, the Project Facility, for any and all purposes (including, without limitation, for financing, for tax equity investment, for disposition of renewable energy credits and other benefits and proceeds of operation, and for the purposes contemplated by the underlying landowner easements and leases for the Land) and (ii) the right to freely enter into amendments, modifications, extensions, restatements and/or replacements of any of its interests in the Land, and/or any other agreement with any underlying landowner of the Land; in each case without the consent of or any notice to the Agency.

SECTION 3.3. HAZARDOUS MATERIALS. (A) The Company represents, warrants and covenants that the Company has not used Hazardous Materials on, from or affecting the Project Facility in any manner which violates any Applicable Law, including but not limited to those governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

(B) The Company shall keep or cause the Project Facility to be kept free of all Hazardous Materials in connection with its construction, operation and ownership thereof. Without limiting the foregoing, the Company, with respect to its construction, operation and ownership of the Project Facility, shall not cause or permit the Project Facility to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all Applicable Laws, nor shall the Company cause or permit, as a result of any intentional or unintentional act or omission on the part of the Company, or any tenant or subtenant of the Company, an unlawful release of Hazardous Materials onto the Project Facility or onto any other property.

(C) The Company shall comply with, and use commercially reasonable efforts to ensure compliance by all tenants and subtenants of the Company with, all Applicable Laws regarding Hazardous Materials whenever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants of the Company obtain and comply with, any and all approvals, registrations or permits required thereunder.

(D) With respect to its construction, operation and ownership of the Project Facility, the Company shall (1) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up, remove or contain all Hazardous Material on, from or affecting the Project Facility (a) in accordance with all Applicable Laws, (b) to the satisfaction of the Agency, and (c) in accordance with the orders and directives of all federal, state and local governmental authorities and (2) defend, indemnify, and hold harmless the Agency and its employees, agents, officers and members from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the presence, disposal, release or threatened release of any Hazardous Materials used, transported, stored, manufactured, refined, handled, produced or disposed of on or in the Project Facility which are on, from or affecting soil, water, vegetation, buildings, personal property, persons, animals or otherwise, (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (c) any lawsuit brought or threatened, settlement reached, or any government order relating to such Hazardous Materials, and/or (d) any violations of Applicable Laws which are based upon or in any way related to such Hazardous Materials, including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses; provided, however, that the Company shall be permitted to contest any such matter involving claimed impacts from Hazardous Materials or alleged violations of Applicable Laws relating to Hazardous Materials. Costs under this subsection (D) will be repaid immediately with interest at the Default Interest Rate or the maximum permitted by law, whichever is less.

(E) In the event the Project Facility is foreclosed by the Agency, or the Company tenders a deed in lieu of foreclosure, the Company shall deliver the Project Facility to the purchaser free of any and

all Hazardous Materials used in connection with the its construction, operation and ownership of the Project Facility (except Hazardous Materials the presence of which do not violate any Federal, State or local laws, ordinances, rules and regulations governing the use and storage of such materials), so that the condition of the Project Facility shall conform with all Applicable Laws affecting the Project Facility. Nothing herein shall refer to the actions or omissions, or the compliance with Applicable Laws, of underlying landowners of the Land or any tenants thereof (other than the Company), or the potential or actual presence of Hazardous Materials on the portion of the Land controlled by underlying landowners that is unrelated to the Company's construction, operation or ownership of the Project Facility.

(F) The Company agrees that, upon the occurrence of an Event of Default or if the Agency reasonably believes that an unpermitted release of Hazardous Substances or a violation of Applicable Laws has occurred or is occurring at the Project Facility that was caused by the Company, its agents, contractors, or employees, or its tenants or subtenants, the Agency and its officers, agents or representatives, may at any reasonable time, after thirty (30) days' prior written notice, and at the Company's expense inspect the Company's books and records and inspect and conduct any test on the Project Facility, including taking soil samples, in order to determine that the Company is in compliance with all Applicable Laws.

(G) In the event that insurance shall become available at a reasonable cost to cover the Company's obligations under this Section 3.3, then, at the option of the Agency, the Company shall obtain adequate coverage.

(H) Notwithstanding anything to the contrary in this Lease Agreement, (1) the Company makes no representations, warranties or covenants regarding Hazardous Materials or the presence thereof on any real property other than the Land, (2) the Company shall have no obligation to ensure the owners of parcels adjacent to or in the vicinity of any of the Leased Property, or the underlying landowners of the Land or any tenants thereof (other than the Company), comply with Applicable Laws, or keep such parcels free of Hazardous Materials, (3) the Company shall have no obligation to the Agency or any other entity or person with respect to past or future actions or omissions of the underlying landowners of the Land or any tenants thereof (other than the Company) and their use or occupancy (or the use or occupancy of their tenants) thereof (other than its own in the context of Land owned by the Company), and (4) the Company shall have no obligation to indemnify or defend the Agency for violations of Applicable Laws or releases of Hazardous Substances at any time occurring on parcels adjacent to or in the vicinity of any of the Leased Property.

SECTION 3.4. NON-MERGER. During the Lease Agreement Term (as defined herein), there shall be no merger of this Lease Agreement nor of the leasehold estate created by this Lease Agreement with the leasehold, easement, or fee simple interests in the Leased Property or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (1) this Lease Agreement or the leasehold estate created by this Lease Agreement or any interest in this Lease Agreement or in any such leasehold estate and (2) the leasehold, easement, or fee simple interests in the Leased Property or any part thereof or any interest in such leasehold, easement, or fee simple interests, and no such merger shall occur unless and until all corporations, firms and other entities, including any mortgagee having any interest in (x) this Lease Agreement or the leasehold estate created by this Lease Agreement and (y) the leasehold, easement, or fee simple interests in the Leased Property or any part thereof or any interest in such leasehold, easement, or fee simple interests, shall join in a written instrument effecting such merger and shall duly record the same.

SECTION 3.5. COMPLIANCE WITH UNDERLYING LEASE. (A) Notwithstanding the granting of the leasehold interest created by the Underlying Lease in the Leased Property to the Agency pursuant to the Underlying Lease, the Company agrees, in consideration of the undertakings of the Agency set forth herein, that the Company will be and remain solely liable under the Underlying Lease for the performance of all covenants, agreements, obligations and duties of the Agency as tenant under the Underlying Lease,

including but not limited to the making of all rental and other payments thereunder, and the Company will perform all of the covenants, agreements and obligations of the Agency as tenant under the Underlying Lease, at no expense to the Agency, in consideration of the execution and delivery by the Agency of the Basic Documents.

(B) The Company shall, on behalf of the Agency, (1) pay all rents, additional rents and other sums required to be paid by the Agency as tenant under and pursuant to the provisions of the Underlying Lease and (2) diligently perform and observe all of the terms, covenants and conditions of the Underlying Lease on the part of the Agency, as tenant thereunder, to be performed and observed, unless such performance or observance shall be waived or not required in writing by the landlord under the Underlying Lease, to the end that all things shall be done which are necessary to keep unimpaired the rights of the Agency, as tenant, under the Underlying Lease.

ARTICLE IV

UNDERTAKING AND COMPLETION OF THE PROJECT

SECTION 4.1. ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE PROJECT FACILITY. (A) The Company shall, on behalf of the Agency, promptly acquire, construct, and install the Project Facility, or cause the acquisition, construction and installation of the Project Facility.

(B) There shall be no material change in the scope of the Project Facility unless the Agency shall have consented thereto in writing (which consent of the Agency shall not be unreasonably withheld or delayed).

(C) The Agency shall enter into, and accept the assignment of, such contracts as the Company may request in order to effectuate the purposes of this Section 4.1; provided, however, that the liability of the Agency thereunder shall be limited to the moneys of the Company available therefor and advanced by the Company for such purpose pursuant to Section 4.1(H) hereof.

(D) The Agency hereby appoints the Company as its true and lawful agent to perform the following in compliance with the terms, purposes and intent of the Basic Documents, and the Company hereby accepts such appointment: (1) to acquire, construct and install the Project Facility, (2) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other Persons, and in general to do all things which may be requisite or proper, all for the acquisition, construction and installation of the Project Facility, with the same powers and with the same validity as the Agency could do if acting in its own behalf, provided that the liability of the Agency thereunder shall be limited to the moneys made available therefore by the Company and advanced for such purposes by the Company pursuant to this Lease Agreement, (3) to pay all fees, costs and expenses incurred in the acquisition, construction and installation of the Project Facility from funds made available therefor in accordance with this Lease Agreement, and (4) to ask, demand, sue for, levy, recover and receive all such sums of money, debts, dues and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt or writing in connection with the acquisition, construction and installation of the Project Facility and to enforce the provisions of any contract, agreement, obligation, bond or other performance security in connection with the same.

(F) The Company has given or will give or cause to be given all notices and has complied or will comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on the Project Facility, and the Company will defend, indemnify and save the Agency and its officers, members, agents, servants and employees harmless from all fines and penalties due to the Company's failure to comply therewith. All permits and licenses necessary for the prosecution of work on the Project Facility shall be procured promptly by the Company.

(G) To the extent required by Applicable Law, the Company, as agent of the Agency, will cause (1) compliance with the requirements of Article 8 of the New York Labor Law, and (2) any contractor, subcontractor and other person involved in the acquisition, construction and installation of the Project Facility to comply with Article 8 of the New York Labor Law. The covenant in this subsection is not intended as a representation that Article 8 of the New York Labor Law applies to the Project.

(H) The Company agrees, for the benefit of the Agency, to undertake and complete the Project and to pay all such undisputed sums as may be required in connection therewith. A leasehold interest in the Project Facility acquired, constructed and installed at the Company's cost shall immediately upon such acquisition, construction or installation vest in the Agency. The Company shall execute, deliver and record

or file such instruments as the Agency may request in order to perfect or protect the Agency's interest in the Project Facility.

(I) No payment by the Company pursuant to this Section 4.1 shall entitle the Company to any reimbursement for any such expenditure from the Agency or to any diminution or abatement of any amounts payable by the Company under this Lease Agreement.

SECTION 4.2. COMPLETION OF THE PROJECT FACILITY. The Company will proceed with due diligence to commence and complete the acquisition, construction and installation of the Project Facility. Completion of the same shall be evidenced by a certificate signed by an Authorized Representative of the Company delivered to the Agency stating (A) the date of such completion (the "Completion Date"), (B) that all labor, services, materials and supplies used therefor and all costs and expenses in connection therewith have been paid, (C) that the acquisition, construction and installation of the Project Facility has been completed, with the exception of ordinary punchlist items and work awaiting seasonal opportunity, (D) that the Company or the Agency has good and valid interests in the Land and the Equipment, free and clear of all Liens and encumbrances except Permitted Encumbrances, and (E) that the Project Facility is ready for occupancy, use and operation for its intended purposes. Notwithstanding the foregoing, such certificate may state (1) that it is given without prejudice to any rights of the Company against third parties which exist at the date of such certificate or which may subsequently come into being, (2) that it is given only for the purposes of this Section 4.2, and (3) that no Person other than the Agency may benefit therefrom. Such certificate shall be accompanied by the Certificate of Occupancy.

SECTION 4.3. REMEDIES TO BE PURSUED AGAINST CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND THEIR SURETIES. In the event of a breach or an event of default by any contractor, subcontractor or materialman under any contract made by it in connection with the acquisition, construction and installation of the Project Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship or performance guaranty, the Company shall proceed, either separately or in conjunction with others, to exhaust the remedies of the Company and the Agency against the contractor, subcontractor or materialman so in default and against each surety for the performance of such contract. The Company may, in its own name or, with the prior written consent of the Agency, in the name of the Agency, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety which the Company deems reasonably necessary, and in such event the Agency hereby agrees, at the Company's sole expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency in any such action or proceeding. The Net Proceeds of any recovery secured by the Company as a result of any action pursued against a contractor, subcontractor, materialman or their sureties pursuant to this Section 4.3 shall be used to the extent necessary to complete the Project Facility, and thereafter be paid to the Company for its own use.

ARTICLE V

DEMISE OF PROJECT FACILITY; RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE

SECTION 5.1. LEASE OF THE PROJECT FACILITY. (A) In consideration of the Company's covenant herein to make rental payments hereunder, and in consideration of the other covenants of the Company contained herein, including the covenant to make additional and other payments required hereby, the Agency hereby leases to the Company, and the Company hereby rents and leases from the Agency, the Agency's interest in the following, subject only to Permitted Encumbrances: (1) the Project Facility, including the Leased Property, and (2) any Supplemental Land acquired by the Company after the Closing Date and described on a Lease Agreement supplement executed by the Agency and the Company with respect to such Supplemental Land ("Lease Supplement"). The Land that will be made subject to this Lease Agreement as of the Closing Date is further described on Exhibit A attached hereto. The obligation of the Agency under this Section 5.1 to lease the Project Facility to the Company shall be subject to there being no Event of Default existing hereunder, or any other event which would, but for the passage of time, be such an Event of Default.

(B) The Company and the Agency understand and recognize that a leasehold interest in the Supplemental Land will be conveyed by the Company to the Agency subsequent to the Closing Date. The Company expects to acquire the Supplemental Land after the date hereof and desires to subject any such parcels to this Lease Agreement. The Company will, and will be permitted by the Agency to, subject such Supplemental Land to this Lease Agreement by executing and delivering a Lease Supplement with respect thereto. Notwithstanding the foregoing and anything to the contrary contained herein, the Agency shall not be required to enter into an Lease Supplement for such Supplemental Land unless (1) such Lease Supplement has been presented to the Agency for signature, as contemplated under Section 5.1(A) hereof, on or before the date by which the first payment in lieu of taxes ("PILOT Payment") pursuant to the Payment in Lieu of Tax Agreement is due, (2) the Agency has been presented with all documents relating to such Supplemental Land which are required under the Underlying Lease Supplement, and (3) the Company and the Agency have complied with SEQRA and any other Applicable Laws with respect to such Supplemental Land. The form of the Lease Supplement is attached hereto as Exhibit J.

SECTION 5.2. DURATION OF THE LEASE AGREEMENT TERM; QUIET ENJOYMENT. (A) The Agency shall deliver to the Company possession of the Project Facility, and the leasehold estate created hereby shall commence, on the Closing Date, and the Company shall accept possession of the Project Facility on the Closing Date.

(B) The Lease Agreement term and the leasehold estate created hereby (the "Lease Agreement Term") shall terminate on the earlier to occur of (1) December 31st of the calendar year in which the last PILOT Payment pursuant to the Payment in Lieu of Tax Agreement is due or (2) the date that this Lease Agreement shall terminate pursuant to Article X or Article XI hereof.

(C) The Company acknowledges that termination of the Lease Agreement Term, either pursuant to the terms of this Section 5.2 or pursuant to the terms of Article X or Article XI hereof, shall not relieve the Company of its obligation to make the PILOT Payments due pursuant to Section 2.02 or Section 5.01 of the Payment in Lieu of Tax Agreement, nor entitle the Company to a discharge of all other amounts due and payable pursuant to the Payment in Lieu of Tax Agreement, the Uniform Agency Project Agreement and the Section 875 GML Recapture Agreement; provided, however, that payments not yet due and payable thereunder shall not be subject to acceleration.

(D) The Agency shall take no action, other than pursuant to Article X of this Lease Agreement, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project Facility during the Lease Agreement Term and will, at the request of the Company and at the Company's expense, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project Facility.

SECTION 5.3. RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE. (A) The Company shall pay basic rental payments for the Project Facility as follows: On the date of execution and delivery of this Lease Agreement, the Company shall pay, as the basic lease payments due hereunder, (1) a single lump sum basic rental payment, equal to the Agency's initial administrative fee relating to the Project in the amount of \$250,000; and (2) the fees and expenses of general counsel and special counsel to the Agency relating to the Project.

(B) Commencing on January 15, 2021 and thereafter on January 15th of each year in which a PILOT Payment is made by the Company pursuant to the Payment in Lieu of Tax Agreement, the Company shall pay to the Agency an annual administrative fee of \$76,500. The Agency acknowledges that such annual administrative fee covers the cost of the Agency's office overhead and personnel associated with the administration of the Project and its duties and obligations under the Basic Documents.

(C) The Company shall make payments in lieu of sales taxes with respect to the Project Facility to the County in the amounts and in the manner set forth in Appendix B hereto.

(D) Within seven (7) days after receipt of a demand therefor from the Agency, the Company shall pay to the Agency the sum of the reasonable expenses of the Agency and the officers, members, agents and employees thereof incurred by reason of the Agency's ownership, leasing or sale of the Project Facility or in connection with the carrying out of the Agency's duties and obligations under this Lease Agreement or any of the other Basic Documents, and any other fee or expense of the Agency with respect to the Project Facility, the leasing or sale of the Project Facility to the Company, or any of the other Basic Documents, the payment of which is not otherwise provided for under this Lease Agreement.

(E) The Company agrees to make the above-mentioned payments, without any further notice, by check or wire transfer, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. In the event the Company shall fail to make any payment required by this Section 5.3 within ten (10) days of the date such payment is due, the Company shall pay the same, together with interest thereon at the Default Interest Rate or the maximum rate permitted by law, whichever is less, from the date on which such payment was due until the date on which such payment is made.

SECTION 5.4. NATURE OF OBLIGATIONS OF THE COMPANY HEREUNDER. (A) The obligations of the Company to make the payments required by this Lease Agreement and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be general obligations of the Company and shall be absolute and unconditional irrespective of any defense or any right of set-off, recoupment, counterclaim or abatement that the Company may otherwise have against the Agency. The Company agrees that it will not suspend, discontinue or abate any payment required by, or fail to observe any of its other covenants or agreements contained in, this Lease Agreement, or terminate this Lease Agreement for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the Project, any defect in the title, design, operation, merchantability, fitness or condition of the Project Facility or any part thereof or in the suitability of the Project Facility or any part thereof for the Company's purposes or needs, failure of consideration for, destruction of or damage to, Condemnation of title to or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State or any political subdivision thereof, or any failure of the Agency to perform

and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Lease Agreement.

(B) Nothing contained in this Section 5.4 shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Lease Agreement, and, in the event the Agency should fail to perform any such agreement, the Company may institute such action against the Agency as the Company may deem necessary to compel performance or recover damages for non-performance (subject to the provisions of Section 12.10 hereof); provided, however, that the Company shall look solely to the Agency's estate and interest in the Project Facility for the satisfaction of any right or remedy of the Company for the collection of a judgment (or other judicial process) requiring the payment of money by the Agency in the event of any liability on the part of the Agency, and no other Property or assets of the Agency or of the members, officers, agents (other than the Company) or employees of the Agency shall be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of the Company's remedies under or with respect to this Lease Agreement, the relationship of the Agency and the Company hereunder or the Company's use and occupancy of or purchase of or title to the Project Facility, or any other liability of the Agency to the Company.

SECTION 5.5. GRANT OF SECURITY INTEREST. The Company hereby grants the Agency a security interest in all of the right, title and interest of the Company in the Project Facility and in all additions and accessions thereto, all replacements and substitutions therefor and all proceeds thereof, and all books, records and accounts of the Company pertaining to the Project Facility, and all proceeds thereof, as security for payment of the rental payments and all other payments and obligations of the Company hereunder. The Company hereby irrevocably appoints the Agency as its attorney-in-fact to execute and deliver and file any instruments necessary or convenient to perfect and continue the security interest granted herein. Any such security interest shall terminate upon termination of the Lease Agreement Term, and the Agency shall deliver and file any instruments necessary to effect such termination.

ARTICLE VI

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

SECTION 6.1. MAINTENANCE OF AND MODIFICATIONS TO THE PROJECT FACILITY. (A) During the term of this Lease Agreement, the Company shall (1) keep the Project Facility in good condition and repair and preserve the same against waste, loss, damage and depreciation, ordinary wear and tear excepted, (2) make all necessary repairs and replacements to the Project Facility or any part thereof (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen), and (3) operate the Project Facility in a sound and economic manner.

(B) The Company shall not make any structural additions, modifications or improvements to the Project Facility or any part thereof unless:

(1) the Company shall (a) give or cause to be given all notices and comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on such addition, modification or improvement to the Project Facility, or a part thereof, (b) defend and save the Agency and its officers, members, agents (other than the Company) and employees harmless from all fines and penalties due to failure to comply therewith, (c) promptly procure all permits and licenses necessary for the prosecution of any work described in this Section 6.1(B), and (d) make all payments in lieu of taxes required by Section 6.6 hereof and the Payment in Lieu of Tax Agreement, including those required by Section 2.03(D) thereof;

(2) the addition, modification or improvement to the Project Facility shall not constitute a default under any of the Basic Documents; and

(3) the Company shall furnish to the Agency, at least thirty (30) days prior to commencing such addition, modification or improvement to the Project Facility detailed plans and specifications therefor; provided, further, however, that such plans need not be furnished to the Agency for nonstructural additions, modifications or improvements to the Project Facility which do not exceed, at any one time, \$250,000 in value.

SECTION 6.2. TAXES, ASSESSMENTS AND UTILITY CHARGES. (A) The Company shall pay or cause to be paid, as the same respectively become due, (1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project Facility, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Project Facility, (3) all assessments and charges of any kind whatsoever lawfully made with respect to the Project Facility by any Governmental Authority for public improvements; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated hereunder to pay only such installments as are required to be paid during the term of this Lease Agreement and (4) all payments in lieu of taxes with respect to the Project Facility payable pursuant to the Payment in Lieu of Tax Agreement and Section 6.6 hereof.

(B) Notwithstanding the provisions of subsection (A) of this Section 6.2, the Company may in good faith actively contest any such taxes, assessments and other charges, provided that the Company (1) first shall have notified the Agency in writing of such contest and (2) is not in default under any of the Basic Documents. Otherwise, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

SECTION 6.3. INSURANCE REQUIRED. During the term of this Lease Agreement, the Company shall maintain insurance with respect to the Project Facility 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 with respect thereto, including, but not necessarily limited to:

(A) (1) During and prior to completion of the Project Facility, builder's risk (or equivalent coverage) insurance upon any work done or material furnished in connection with the acquisition, construction, reconstruction and installation of the Project Facility, issued to the Company, as the insured party, and the Agency, as an additional insured party, as their interests may appear, and (2) at such time that builder's risk insurance is no longer available by virtue of completion of the acquisition, construction, reconstruction and installation of the Project Facility, insurance protecting the interests of the Company, as the insured party, and the Agency, as an additional insured party, as their interests may appear, against loss or damage to the Project Facility by fire, lightning, vandalism, malicious mischief and other perils normally insured against with a uniform extended coverage endorsement, such insurance at all times to be in an amount acceptable to the Company and the Agency.

(B) To the extent applicable, workers' compensation insurance, disability benefits insurance and such other forms of insurance which 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 Facility or who are responsible for the acquisition, construction or installation of the Project Facility.

(C) Insurance protecting the Company, as the insured party, and the Agency, as an additional insured party, against loss or losses from liabilities imposed by law or assumed in any written contract (including, without limitation, the contractual liability assumed by the Company under Section 8.2 of this Lease Agreement) and arising from personal injury or death or damage to the Property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per person per accident or occurrence on account of personal injury, including death resulting therefrom, and \$500,000 per accident or occurrence on account of damage to the Property of others, excluding liability imposed upon the Company by any applicable workers' compensation law, and a separate umbrella liability policy protecting the Company, as the insured party, and the Agency, as an additional insured party, with a limit of not less than \$5,000,000.

(D) THE AGENCY DOES NOT IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR COVERAGE OR LIMITS OF COVERAGE, IS ADEQUATE OR SUFFICIENT TO PROTECT THE COMPANY'S BUSINESS OR INTEREST.

SECTION 6.4. ADDITIONAL PROVISIONS RESPECTING INSURANCE. (A) All insurance required by Section 6.3 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State and satisfactory and having a Best rating satisfactory to the Agency. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall name the Company, as the insured party, and the Agency, as the additional insured party, as their interests may appear. All insurance required hereunder shall be in form, content and coverage satisfactory to the Agency. Certificates satisfactory in form and substance to the Agency to evidence all insurance required hereby shall be delivered to the Agency on or before the Closing Date. The Company shall deliver to the Agency on or before the first Business Day of each calendar year thereafter a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least one year, insurance in the amounts and of the types required by Sections 6.3 and 6.4 hereof.

(B) All premiums with respect to the insurance required by Section 6.3 hereof shall be paid by or on behalf of the Company. If at any time the Agency is not in receipt of written evidence that all insurance required hereunder is in force and effect, the Agency shall have the right following thirty (30) days' advance notice to the Company to take such action as the Agency deems necessary to protect its interest in the Project Facility, including, without limitation, the obtaining of such insurance coverage as the Agency in its sole discretion deems appropriate, and all expenses incurred by the Agency in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by the Company to the Agency upon demand, together with interest thereon at the Default Interest Rate.

SECTION 6.5. APPLICATION OF NET PROCEEDS OF INSURANCE. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.3 hereof shall be applied as follows: (A) the Net Proceeds of the insurance required by Section 6.3(A) hereof shall be applied as provided in Section 7.1 hereof, and (B) the Net Proceeds of the insurance required by Section 6.3(B) and 6.3(C) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

SECTION 6.6. PAYMENTS IN LIEU OF REAL PROPERTY TAXES. (A) It is recognized that under the provisions of the Act, the Agency is required to pay no taxes or assessments upon any of the Property acquired by it or under its jurisdiction, control or supervision or upon its activities. It is not the intention, however, of the parties hereto that the Project Facility be treated as exempt from real property taxation. Accordingly, the parties hereto acknowledge that the Payment in Lieu of Tax Agreement is expected to be executed with respect to the Project Facility, and a Real Property Tax Exemption Form will be filed by the Agency with respect to the Project Facility once the Payment in Lieu of Tax Agreement is executed by the Agency and the Company. Once the Payment in Lieu of Tax Agreement is executed by the Agency and the Company, and thereafter until the expiration date of the Payment in Lieu of Tax Agreement, the Agency and the Company hereby agree that the Company (or any subsequent user of the Project Facility pursuant to this Lease Agreement) shall be required to make or cause to be made PILOT Payments in the amounts and in the manner set forth in the Payment in Lieu of Tax Agreement.

(B) In the event that (1) the Project Facility would be subject to real property taxation if owned by the Company but shall be deemed exempt from real property taxation due to the involvement of the Agency therewith, and (2) the Payment in Lieu of Tax Agreement shall not have been entered into by the Agency and the Company, or if entered into the Payment in Lieu of Tax Agreement shall for any reason no longer be in effect, the Agency and the Company hereby agree that the Company, or any subsequent user of the Project Facility under this Lease Agreement, shall in such event be required to make or cause to be made payments in lieu of real property taxes to the school district or school districts, city, town, county, village and other political units wherein the Project Facility is located having taxing powers (such political units are hereinafter collectively referred to as the "Affected Tax Jurisdictions") in such amounts as would result from real property taxes being levied on the Project Facility by the Affected Tax Jurisdictions if the Project Facility were privately owned by the Company and not deemed owned by or under the jurisdiction, control or supervision of the Agency, but with appropriate reductions similar to the tax exemptions and credits, if any, which would be afforded to the Company if it were the owner of the Project Facility. It is agreed that the Agency, in cooperation with the Company, (a) shall cause the Project Facility to be valued for purposes of determining the amounts due hereunder as if owned by the Company as aforesaid by the appropriate officer or officers of any of the Affected Tax Jurisdictions as may from time to time be charged with responsibility for making such valuations, (b) shall cause to be appropriately applied to the valuation or valuations so determined the respective real property tax rate or rates of the Affected Tax Jurisdictions that would be applicable to the Project Facility if so privately owned, (c) shall cause the appropriate officer or officers of the Affected Tax Jurisdictions charged with the duty of levying and collecting such real property taxes to submit to the Company, when the respective levies are made for purposes of such real property taxes upon Property privately owned as aforesaid, statements specifying the amounts and due dates

of such real property taxes which the Affected Tax Jurisdictions would receive if such Property were so privately owned by the Company and not deemed owned by or under the jurisdiction, control or supervision of the Agency, and (d) shall file with the appropriate officer or officers any accounts or tax returns furnished to the Agency by the Company for the purpose of such filing. The Company shall have the right to challenge the value upon which such calculations are made.

(C) The Company shall pay or cause to be paid to the Agency when due all such PILOT Payments with respect to the Project Facility required by Section 6.6(B) of this Lease Agreement, subject in each case to the Company's right to (1) obtain exemptions and credits, if any, which would be afforded to a private owner of the Project Facility, including any available exemption under Section 485-b of the New York Real Property Tax Law with respect to the Project Facility, (2) contest valuations of the Project Facility made for the purpose of determining such payments therefrom, and (3) seek to obtain a refund of any such payments made.

(D) Pursuant to Section 874(5) of the Act, if the Company shall fail to make or cause to be made any payments in lieu of real property taxes required under this Section 6.6, the amount or amounts so in default shall continue as an obligation of the Company until fully paid, and the Company hereby agrees to pay or cause to be paid the same, together with a late payment penalty equal to five percent (5%) of the amount due. If the Company shall fail to make any payment required by this Section 6.6 when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency until such payment in default shall have been made in full, and the Company shall pay the same to the Agency together with (1) an additional late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) the Default Interest Rate, or (b) the same rate per annum which would be payable if such amounts were delinquent taxes, until so paid in full.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 7.1. DAMAGE OR DESTRUCTION. (A) If the Project Facility shall be damaged or destroyed, in whole or in part:

(1) the Agency shall have no obligation to replace, repair, rebuild or restore the Project Facility;

(2) there shall be no abatement or reduction in the amounts payable by the Company under this Lease Agreement or under any other Basic Document (whether or not the Project Facility is replaced, repaired, rebuilt or restored), except as provided herein;

(3) the Company shall promptly give notice thereof to the Agency; and

(4) except as otherwise provided in subsection (B) of this Section 7.1, (a) the Company shall promptly replace, repair, rebuild or restore the Project Facility to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Company and consented to in writing by the Agency, provided that such changes, alterations or modifications do not so change the nature of the Project Facility that it does not constitute a "project", as such quoted term is defined in the Act, or change the use of the Project Facility as specified in Section 3.2 hereof without the prior written consent of the Agency, and (b)(1) the Agency shall make available to the Company (from the Net Proceeds of any insurance settlement relating to the Project Facility, if any, on deposit with the Agency) such moneys as may be necessary to pay the costs of the replacement, repair, rebuilding or restoration of the Project Facility, and in the event that the funds from the Net Proceeds of any insurance settlement provided by the Agency to the Company are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Company shall nonetheless complete such work and shall pay from its own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any insurance settlement relating to the Project Facility, if any, remaining on deposit with the Agency after payment of all of the costs of such replacement, repair, rebuilding or restoration shall be paid to the Company for its own purposes.

(B) Notwithstanding anything to the contrary contained in subsection (A) of this Section 7.1, the Company shall not be obligated to replace, repair, rebuild or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection (A) of this Section 7.1, if the Company shall notify the Agency that it elects to exercise its option under Article XI hereof to acquire the Project Facility. In such event, or if an Event of Default shall have occurred and be continuing, the lesser of (1) the total amount of the Net Proceeds collected under any and all policies of insurance covering the damage to or destruction of the Project Facility, or (2) the amount necessary to prepay the Indebtedness in full shall be applied to the prepayment of the Indebtedness in full. If the Net Proceeds collected under any and all policies of insurance are less than the amount necessary to prepay the Indebtedness in full, the Company shall pay to the Agency the difference between the Net Proceeds of such insurance and the amount necessary to prepay the Indebtedness in full.

(C) If all Indebtedness has been paid in full, all such Net Proceeds (or the balance thereof) shall be paid to the Company for its purposes.

(D) Unless an Event of Default under any of the Basic Documents shall have occurred and be continuing, the Company may adjust all claims under any policies of insurance required by Section 6.3(A) hereof.

SECTION 7.2. CONDEMNATION. (A) To the knowledge of the Company, no condemnation or eminent domain proceeding has been commenced or threatened against any part of the Project Facility. The Company shall notify the Agency of the institution of any condemnation proceedings and, within seven days after inquiry from the Agency, inform the Agency in writing of the status of such proceeding.

(B) If title to, or the use of, all or any part of the Project Facility shall be taken by Condemnation:

(1) the Agency shall have no obligation to restore the Project Facility;

(2) there shall be no abatement or reduction in the amounts payable by the Company under this Lease Agreement or under any other Basic Document (whether or not the Project Facility is restored), except as provided herein;

(3) the Company shall promptly give notice thereof to the Agency; and

(4) except as otherwise provided in subsection (C) of this Section 7.2, (a) the Company shall promptly restore the Project Facility (excluding any part of the Land or the Facility taken by Condemnation) as a complete architectural unit of substantially the same usefulness, design and construction as existed immediately prior to such Condemnation, with such changes, alterations and modifications as may be desired by the Company and consented to in writing by the Agency, provided that such changes, alterations or modifications do not so change the nature of the Project Facility that it does not constitute a "project" as such quoted term is defined in the Act, or change the use of the Project Facility as specified in Section 3.2 hereof without the prior written consent of the Agency, and (b)(1) the Agency shall make available to the Company (from the Net Proceeds of any Condemnation award relating to the Project Facility, if any, on deposit with the Agency) such moneys as may be necessary to pay the costs of the restoration of the Project Facility, and in the event that the funds from the Net Proceeds of any Condemnation award on deposit with the Agency provided by the Agency to the Company are not sufficient to pay in full the costs of such restoration, the Company shall nonetheless complete such restoration and shall pay from its own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any Condemnation award, if any, remaining on deposit with the Agency after payment of all of the costs of such restoration shall be paid to the Company for its own purposes.

(C) Notwithstanding anything to the contrary contained in subsection (B) of this Section 7.2, the Company shall not be obligated to restore the Project Facility, and the Net Proceeds of any Condemnation award shall not be applied as provided in subsection (B) of this Section 7.2, if the Company shall notify the Agency that it elects to exercise its option under Article XI hereof to acquire the Project Facility. In such event, or if an Event of Default shall have occurred and be continuing, the lesser of (1) the Net Proceeds of any Condemnation award, or (2) the amount necessary to prepay all of the Indebtedness in full shall be applied to the prepayment of the Indebtedness in full. If the Net Proceeds collected under any and all Condemnation awards are less than the amount necessary to prepay the Indebtedness in full, the Company shall pay to the Agency the difference between such amounts and the Net Proceeds of such Condemnation awards so that the Indebtedness shall be prepaid in full.

(D) If all of the Indebtedness has been paid in full, all such Net Proceeds or the balance thereof shall be paid to the Company for its purposes.

(E) Unless an Event of Default under any of the Basic Documents shall have occurred and be continuing, the Company shall have sole control of any Condemnation proceeding with respect to the Project Facility or any part thereof and may negotiate the settlement of any such proceeding. The Company shall notify the Agency of the institution of any condemnation proceedings and, within seven days after inquiry from the Agency, inform the Agency in writing of the status of such proceeding.

(F) The Agency shall, at the expense of the Company, cooperate fully with the Company in the handling and conduct of any such Condemnation proceeding. In no event shall the Agency voluntarily settle, or consent to the settlement of, any such Condemnation proceeding without the written consent of the Company.

SECTION 7.3. ADDITIONS TO THE PROJECT FACILITY. All replacements, repairs, rebuilding or restoration made pursuant to Sections 7.1 or 7.2, whether or not requiring the expenditure of the Company's own money, shall automatically become part of the Project Facility as if the same were specifically described herein.

SECTION 7.4. EFFECT OF DECOMMISSIONING. The Company may retire and decommission all or a portion of the Project Facility at any time during the Lease Agreement Term. Any portion of the Project Facility shall be deemed decommissioned upon its permanent physical removal from the Project Facility in compliance with decommissioning standards set forth in the Article 10 Certificate. The Company shall provide written notification to the Agency immediately after such portion of the Project Facility is decommissioned. Notwithstanding anything to the contrary herein, the Company's obligations pursuant to Sections 7.1 and 7.2 of this Lease Agreement shall not apply to any decommissioned portion of the Project Facility.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. NO WARRANTY OF CONDITION OR SUITABILITY BY THE AGENCY; ACCEPTANCE "AS IS". THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE PROJECT FACILITY OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE PROJECT FACILITY OR ANY PART THEREOF FOR THE COMPANY'S PURPOSES OR NEEDS. THE COMPANY SHALL ACCEPT A LEASEHOLD INTEREST IN THE PROJECT FACILITY "AS IS", WITHOUT RECOURSE OF ANY NATURE AGAINST THE AGENCY 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 AGENCY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

SECTION 8.2. HOLD HARMLESS PROVISIONS. (A) The Company hereby releases the Agency and its members, officers, agents (other than the Company) and employees from, agrees that the Agency and its members, officers, agents (other than the Company) and employees shall not be liable for and agrees to indemnify, defend and hold the Agency and its members, officers, agents (other than the Company) and employees harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising as a result of the Agency's undertaking the Project, including, but not limited to, (1) liability for loss or damage to Property or bodily injury to or death of any and all Persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Project Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Project Facility, (2) liability arising from or expense incurred by the Agency's acquiring, constructing, equipping, installing, owning, leasing or selling the Project Facility, including, without limiting the generality of the foregoing, any sales or use taxes which may be payable with respect to goods supplied or services rendered with respect to the Project Facility, all liabilities or claims arising as a result of the Agency's obligations under this Lease Agreement or any of the other Basic Documents or the enforcement of or defense of validity of any provision of any of the Basic Documents, (3) all claims arising from the exercise by the Company of the authority conferred on it pursuant to Section 4.1(E) hereof, and (4) all causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing; provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents (other than the Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its officers, members, agents (other than the Company) or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(B) In the event of any claim against the Agency or its members, officers, agents (other than the Company) or employees by any employee of the Company or any contractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(C) To effectuate the provisions of this Section 8.2, the Company agrees to provide for and insure, in the liability policies required by Section 6.3(C) of this Lease Agreement, its liabilities assumed pursuant to this Section 8.2.

(D) Notwithstanding any other provisions of this Lease Agreement, the obligations of the Company pursuant to this Section 8.2 shall remain in full force and effect after the termination of this Lease Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Agency, or its officers, members, agents (other than the Company) or employees, relating thereto.

SECTION 8.3. RIGHT OF ACCESS TO THE PROJECT FACILITY. The Company agrees that the Agency and its duly authorized agents shall have the right at all reasonable times during normal business hours and upon reasonable advance written notice to enter upon and to examine and inspect the Project Facility. The Company further agrees that the Agency shall have such rights of access to the Project Facility as may be reasonably necessary to (1) cause the proper maintenance of the Project Facility in the event of failure by the Company to perform its obligations hereunder, (2) undertake, complete, and finance the Project Facility, to have and to hold the same unto the Agency and its assigns from the date of the execution and delivery hereof until the completion of the Project Facility in accordance with Section 4.2 of this Lease Agreement, and (3) pursue remedies pursuant to Article X of this Lease Agreement upon the occurrence of an uncured Event of Default under this Lease Agreement; provided, however, that prior to the exercise of such right of access the Agency has first (a) delivered written notice to the Company describing in reasonable detail the Company's (i) alleged failure to properly maintain, undertake, complete, or finance the Project Facility, or (ii) alleged Event of Default, and (b) allowed the Company a reasonable period of time under the circumstances to cure such failure or Event of Default.

SECTION 8.4. COMPANY NOT TO TERMINATE EXISTENCE OR DISPOSE OF ASSETS; CONDITIONS UNDER WHICH EXCEPTIONS ARE PERMITTED. The Company agrees that, during the term of this Lease Agreement, it will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity, or permit one or more entities to consolidate with or merge into it, without notice to the Agency and obtaining the prior written consent of the Agency, which consent shall not be unreasonably withheld or delayed; provided, however, that the Company may, without the consent of the Agency, consolidate with or merge into another domestic entity organized and existing under the laws of one of the states of the United States, or permit one or more such domestic entities to consolidate with or merge into it, or sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve (each, a "Transfer," and each surviving, resulting or transferee entity, the "Transferee"), provided that:

(A) no Event of Default shall have occurred and be continuing (and no event exists which with the passage of time or notice or both would become an Event of Default) (or such Event of Default will be substantially cured concurrently with the applicable Transfer); and

(B) the Agency has received prior notice of any such Transfer; and

(C) the Transferee (1) has the requisite power and authority to enter into and carry out the transactions contemplated hereby and by the other Basic Documents to which the Company is a party, and (2) enters into one or more legal, valid, binding and enforceable agreements, in form and substance satisfactory to the Agency, whereby the Transferee confirms that each reference to "Company" in the Basic Documents includes the Transferee and agrees to be bound by all the terms of, and to undertake all of the obligations of the Company in respect of, the right, title and interest contained in the Basic Documents to which the Company is a party; and

(D) as of the date of a Transfer, the Agency shall be furnished with (1) an opinion of counsel to the Transferee, reasonably satisfactory to the Agency, and addressed to such persons to the effect that (i) the agreements referenced in clause (C)(2) above are (a) legal, binding and enforceable in accordance with its or their terms with such exceptions and qualifications as are permitted in the comparable opinion delivered on behalf of the Company on the Closing Date and (b) otherwise comparable in scope to those delivered by the Company's counsel in connection with the Closing and (ii) all permissions, licenses or consents required of Governmental Authorities for the Transfer and for the operation of the Project by such Transferee have been received, and (2) a certificate, dated the effective date of such transaction, signed by (i) except in the case of a Transfer to a Default Transferee (as hereinafter defined), an Authorized Representative of the Company, and (ii) an authorized officer of the surviving, resulting or transferee entity or the transferee of its assets, in each case, to the effect that immediately after the consummation of the transaction and after giving effect thereto, no Event of Default exists under this Lease Agreement and no event exists which, with notice or lapse of time or both, would become such an Event of Default (unless waived by the Agency in writing); and

(E) either:

(1) the Transferee is a corporation, partnership, limited liability company, bank, insurance company, trust company or national banking association incorporated or doing business under the laws of the United States or one of the states thereof having at the time of transfer a tangible net worth of at least (I) Twenty Million Dollars (\$20,000,000), if such transfer occurs on or before January 1, 2020, (II) Fifteen Million Dollars (\$15,000,000), if such transfer occurs after January 1, 2020 but on or before January 1, 2023, or (III) Ten Million Dollars (\$10,000,000), if such transfer occurs after January 1, 2023; or

(2) the Transferee is an Affiliate of any entity referred to in clause (1) above if such entity guarantees the obligations of such Transferee under the Basic Documents pursuant to an instrument or instruments reasonably satisfactory to the Agency and its counsel; or

(3) the Transferee is an Affiliate of the Company and the Company remains secondarily liable for such Transferee's obligations under the Basic Documents until such time as such Transferee qualifies under clauses (1) or (2) above; or

(4) so long as any Loan remains outstanding, the Transfer is in connection with the exercise by the Lender of its remedies under the Loan Documents or a negotiated workout in connection with the related default by the Company under such Loan Documents, and

(a) the Transferee is either (i) the Lender, (ii) a wholly-owned subsidiary of the Lender, (iii) a corporation, partnership or limited liability company incorporated or doing business under the laws of the United States or one of the states thereof which is (1) newly formed to acquire the Project from the Company, and (2) restricted by its organizational documents from engaging in any business activity unrelated to the operation of the Project, or (iv) a purchaser in foreclosure or a recipient of a deed in lieu of foreclosure (a "Default Transferee"), and

(b) at the time of such transfer, such Transferee either:

(i) has a tangible net worth of at least (I) Twenty Million Dollars (\$20,000,000), if such transfer occurs on or before January 1, 2020, (II) Fifteen Million Dollars (\$15,000,000), if such transfer occurs after January 1, 2020 but on

or before January 1, 2023, or (III) Ten Million Dollars (\$10,000,000), if such transfer occurs after January 1, 2023; or

(ii) has received financing relating to its acquisition of the Project in an amount at least equal to sixty-five percent (65%) of the value of the Project in its entirety from a third party lender or syndicate of lenders having a first priority lien on the Project revenues (a "Financed Default Transferee"), and, in connection with a Transfer to a Financed Default Transferee, the Agency has received evidence, reasonably satisfactory to the Agency and its counsel, that the document evidencing such financing (the "Transferee Loan Agreement") contains: (I) an agreement by the Financed Default Transferee that Agency Priority Payments (as defined below) will be paid first out of Transferee revenues and ahead of other general operating expenses and debt service and other payments due under the Transferee Loan Agreement; (II) an agreement by the lender(s) under the Transferee Loan Agreement that such lender(s) will not accept debt service and other payments under the Transferee Loan Agreement unless and until the Agency has received the Agency Priority Payments; (III) an express reference to the Agency as a third party beneficiary of the provisions of the Transferee Loan Agreement which relate to the Agency Priority Payments; and (IV) an agreement by the Financed Default Transferee that it will reimburse the Agency for all costs and expenses, including reasonable attorneys' fees, incurred by the Agency in connection with the foregoing; and

(F) such Transfer does not violate any Applicable Laws.

For purposes of this Section 8.4, the term "Agency Priority Payments" means (a) moneys due as payments in lieu of taxes pursuant to Section 6.6 of this Lease Agreement, (b) any indemnity payments due to the Agency and/or any of its members, officers, agents (other than the Company) or employees under the Lease Agreement or any other Basic Document to which the Agency is a party, and (c) all costs and expenses, including reasonable attorneys' fees, incurred by the Agency in connection with a Financed Default Transferee under Section 8.4(E) hereof.

Notwithstanding anything herein to the contrary, any member of the Company may from time to time transfer its ownership interest in the Company to one or more persons without notice to or the consent of the Agency.

SECTION 8.5. AGREEMENT TO PROVIDE INFORMATION. The Company agrees, whenever requested by the Agency (and given a written explanation of the basis for the request), to provide and certify or cause to be provided and certified such information concerning the Company, its finances and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation.

SECTION 8.6. BOOKS OF RECORD AND ACCOUNT; COMPLIANCE CERTIFICATES. (A) The Company agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Company.

(B) As soon as possible after the end of each fiscal year of the Company, but in any event within thirty (30) days after such date, the Company shall furnish to the Agency a certificate of an Authorized Representative of the Company stating that no Event of Default hereunder has occurred or is

continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the Company has taken or proposes to take with respect thereto.

SECTION 8.7. COMPLIANCE WITH APPLICABLE LAWS. (A) The Company agrees, for the benefit of the Agency, that it will, during the term of this Lease Agreement, promptly comply with all Applicable Laws.

(B) Notwithstanding the provisions of subsection (A) of this Section 8.7, the Company may in good faith actively contest the validity or the applicability of any Applicable Law, provided that the Company (1) shall notify the Agency in writing of such contest, (2) is not in default under any of the Basic Documents, (3) shall have set aside adequate reserves for any such requirement, and (4) demonstrates to the reasonable satisfaction of the Agency that noncompliance with such Applicable Law will not subject the Project Facility or any part thereof to loss or forfeiture. Otherwise, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

(C) Notwithstanding the provisions of subsection (B) of this Section 8.7, if the Agency or any of its members, officers, agents (other than the Company), servants or employees may be liable for prosecution for failure to comply therewith, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

SECTION 8.8. DISCHARGE OF LIENS AND ENCUMBRANCES. The Company hereby agrees not to create or suffer to be created any Lien on any Property of the Agency (other than the Project Facility) or on any funds of the Agency applicable to the Project Facility.

SECTION 8.9. PERFORMANCE OF THE COMPANY'S OBLIGATIONS. Should the Company fail to make any payment or to do any act as herein provided, the Agency may, but need not, upon thirty (30) days' written notice to the Company and without releasing the Company from any obligation herein, make or do the same, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of the Company or the Agency, and paying all fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Agency in connection therewith, and the Company shall pay immediately upon demand all sums so incurred or expended by the Agency under the authority hereof, together with interest thereon at the Default Interest Rate or the maximum rate permitted by law, whichever is less.

SECTION 8.10. DEPRECIATION DEDUCTIONS AND TAX CREDITS. The parties agree that as between them the Company shall be entitled to all depreciation and accelerated cost recovery system deductions with respect to any depreciable property in the Project Facility pursuant to Sections 167 and 168 of the Code, to any credits under the Code with respect to any portion of the Project Facility, and to any other federal or State tax benefits or attributes associated with the ownership, construction, or operation of the Project Facility. Further, notwithstanding anything to the contrary herein or in any other Basic Document, each of the Agency and the Company hereby agrees that (1) the Company is the owner of the Project Facility and entitled to the economic benefits of ownership (including, but not limited to, any profits, income and gain from the Project) and bears the economic burdens of ownership of the Project Facility (including, but not limited to, any losses from and risk of loss with respect to the Project Facility), (2) the Agency has no incidents or indicia of ownership other than a leasehold interest in the Project Facility, (3) the Agency intends that the Company is and will be considered the owner of the Project Facility for federal income tax purposes, and, accordingly, it will report on any federal income tax return the transactions contemplated herein consistent with the Company being treated as the owner of the Project Facility for federal income tax purposes and will not take any position inconsistent with such treatment, (4) the Company is the legal owner of the Project Facility for purposes of any investment tax credits pursuant to Section 48 of the Code, and (5) the sole purpose for the Agency's acquisition of an interest in the Project

Facility by this Agreement is to encourage and facilitate development, acquisition, installation, equipping, and construction of the Project Facility.

SECTION 8.11. EMPLOYMENT OPPORTUNITIES. (A) The Company shall insure that all employees and applicants for employment opportunities created as a result of the completion of the Project are afforded equal employment opportunities without discrimination.

(B) Pursuant to Section 858-b of the Act, except as otherwise provided by collective bargaining contracts or agreements, where applicable, the Company agrees (1) to list all new employment opportunities created as a result of the Project with the New York State Department of Labor, Community Services Division ("NYSDOL") and with the administrative entity (collectively with NYSDOL, the "JTPA Referral Entities") of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)) and (2), where practicable, to first consider for such new employment opportunities persons eligible to participate in federal JTPA programs who shall be referred by the JTPA Referral Entities.

(C) Pursuant to the requirements of subsection one of Section 6 of Chapter 127 of the 1995 Laws of the State, the Company agrees to file with the Agency, prior to the effective date of this Lease Agreement, an employment plan, in substantially the form attached hereto as Exhibit E.

(D) Pursuant to the requirements of subsection one of Section 6 of Chapter 127 of the 1995 Laws of the State, the Company agrees to file with the Agency, on an annual basis, reports regarding the number of people employed at the Project Facility and certain other matters, the initial said annual employment report to be in substantially the form annexed hereto as Exhibit F.

SECTION 8.12. SALES AND USE TAX EXEMPTION. (A) Pursuant to Section 874 of the Act, the parties understand that the Agency is exempt from certain sales taxes and use taxes imposed by the State and local governments in the State, and that the Project may be exempted from those taxes due to the involvement of the Agency in the Project. The Agency makes no representations or warranties that any property is exempt from the payment of New York sales or use taxes. Any exemption from the payment of New York sales or use taxes resulting from the involvement of the Agency with the Project shall be limited to purchases of services and tangible personal property conveyed to the Agency or utilized by the Agency or by the Company as agent of the Agency, or any Subagent (as defined herein) appointed pursuant to Section 8.12(F) hereof, as a part of the Project prior to the Completion Date, or incorporated within the Project Facility prior to the Completion Date. No operating expenses of the Project Facility, and no other purchases of services or property shall be subject to an exemption from the payment of New York sales or use tax. It is the intention of the parties hereto that the Company will receive a sales tax exemption letter with respect to the Project, said sales tax exemption letter to be issued on the date of the execution of this Lease Agreement and in a form similar to the form attached hereto as Exhibit G.

(B) Pursuant to Section 874(8) of the Act, the Company agrees to annually file and cause any sublessee or other operator of the Project Facility to file annually, with the New York State Department of Taxation and Finance, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Annual Sales Tax Report"), a statement of the value of all sales and use tax exemptions claimed by the Company and all contractors, subcontractors, consultants and other agents of the Company under the authority granted to the Company pursuant to Section 4.1(E) of this Lease Agreement. Pursuant to Section 874(8) of the Act, the penalty for failure to file the Annual Sales Tax Report shall be removal of authority to act as agent of the Agency. Additionally, if the Company shall fail to comply with the requirements of this subsection (B), the Company shall immediately cease to be the

agent of the Agency in connection with the Project. A current sample form of such Annual Sales Tax Report required to be completed by the Company pursuant to this Lease Agreement is attached hereto as Exhibit H. For future filings of the Annual Sales Tax Report, the Company is responsible for obtaining from the New York State Department of Taxation and Finance any updated or revised versions of such Annual Sales Tax Report.

(C) The Company agrees to furnish to the Agency a copy of each such Annual Sales Tax Report submitted to the New York State Department of Taxation and Finance by the Company pursuant to Section 874(8) of the Act.

(D) Pursuant to Section 874(9) of the Act, the Company claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Agency agrees to file within thirty (30) days of the Closing Date with the New York State Department of Taxation and Finance, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Thirty-Day Sales Tax Report"), a statement identifying the Company as agent of the Agency, setting forth the taxpayer identification number of the Company, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease. A current sample form of such Thirty-Day Sales Tax Report required to be completed by the Company pursuant to this Lease Agreement is attached hereto as Exhibit I. For future filings of the Thirty-Day Sales Tax Report, the Company is responsible for obtaining from the New York State Department of Taxation and Finance any updated or revised versions of such Thirty-Day Sales Tax Report.

(E) The Company acknowledges, pursuant to Section 875(5) of the Act, the Thirty-Day Sales Tax Report may not be utilized as the basis to make any purchase exempt from sales tax, and that use of the Thirty-Day Sales Tax Report in such manner will both (1) subject the Company or any user to civil and criminal penalties for misuse of a copy of such statement as an exemption certificate or document or for failure to pay or collect tax as provided in the tax law and (2) be deemed to be under articles twenty-eight and thirty-seven of the New York State tax law, the issuance of a false or fraudulent exemption certificate or document with intent to evade tax. The Company or any user is required to utilize Form ST-123 or Form FT-123 (forms of which are attached to the Sales Tax Exemption Letter) to obtain the sales tax exemption.

(F) The Agency recognizes that the Company may exercise the functions of agent of the Agency pursuant to Section 3.1(C) of this Lease Agreement either directly or through a series of contractors, subcontractors or other third parties. In many cases, purchases made by such contractors, subcontractors or other third parties will be exempt from sales and use taxes imposed in New York State for one or more of the reasons set forth in Section 1116(a) of the Tax Law of the State of New York, as indicated in Form ST-120.1 promulgated by the New York State Department of Taxation and Finance. However, from time to time, the Company may desire (1) to appoint one or more of its contractors as subagent of the Company with respect to the Project (a "Contractor Subagent"), (2) to appoint one or more of the subcontractors or other third parties of a Contractor Subagent as subagent of the Company with respect to the Project (a "Subcontractor Subagent" and together with a Contractor Subagent, a "Subagent") and (3) that each such Subagent be recognized by the New York State Department of Taxation and Finance as a subagent of the Agency. In this event, the Company may request that the Agency execute a Form ST-60 (IDA Appointment of Project Operator or Agent) (a "Subagent Thirty-Day Sales Tax Report") notifying the New York State Department of Taxation and Finance that the Company has appointed a Subagent to act as subagent of the Agency with respect to the Project.

(1) For Contractor Subagents, the Agency will only comply with such request upon receipt by the Agency from the Company of the following:

(a) a duly executed indirect agent appointment agreement between the Company and the Contractor Subagent (an example of which is attached hereto as Exhibit K) (each, a “Contractor Subagent Agreement”) including, among other things, the information required under paragraph (2) below;

(b) a completed Subagent Thirty-Day Sales Tax Report with respect to such proposed Contractor Subagent, (a) containing a statement identifying such proposed Contractor Subagent as an indirect subagent of the Agency, (b) containing the taxpayer identification number of such proposed Contractor Subagent, (c) indicating that such proposed Contractor Subagent was appointed by the Company and not by the Agency, (d) containing a brief description of the goods and/or services intended to be exempted from sales taxes as a result of the appointment of such Contractor Subagent as subagent of the Agency, (e) containing a rough estimate of the value of the goods and/or services which the Company expects such proposed Contractor Subagent will purchase in its capacity as subagent of the Agency, (f) containing the date when such designation of the proposed Contractor Subagent as subagent of the Agency is intended to become effective, and (g) containing the date upon which such designation of the proposed Contractor Subagent as subagent of the Agency shall cease;

(c) a certificate of insurance, complying with the requirements of Section 6.3 of this Lease Agreement, indicating that (a) the Contractor Subagent maintains insurance with respect to the Project Facility providing the coverage against the risks and for such amounts as are mandated by the Contractor Subagent Agreement and (b) all policies evidencing such insurance (i) name the Contractor Subagent, as insured, and the Company and the Agency, as additional insureds, as their interests may appear, and (ii) provide for at least thirty (30) days’ written notice to the Contractor Subagent, the Company and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof; and

(d) such other information as the Agency may request, in its sole discretion.

If the Agency approves such request, the Agency will execute and deliver to the Company the Subagent Thirty-Day Sales Tax Report for such Contractor Subagent and shall file same with the New York State Department of Taxation and Finance.

(2) For Subcontractor Subagents, the Agency will only comply with such request upon receipt by the Agency from the Company of the following:

(a) a completed Subagent Thirty-Day Sales Tax Report with respect to such proposed Subcontractor Subagent (i) containing a statement identifying such proposed Subcontractor Subagent as an indirect subagent of the Agency, (ii) containing the taxpayer identification number of such proposed Subcontractor Subagent, (iii) indicating that such proposed Subcontractor Subagent was appointed by the Company and not by the Agency, (iv) containing a brief description of the goods and/or services intended to be exempted from sales taxes as a result of the appointment of such Subcontractor Subagent as subagent of the Agency, (v) containing a rough estimate of the value of the goods and/or services which the Company expects such proposed Subcontractor Subagent will purchase in its capacity as subagent of the Agency, (vi) containing the date when such designation of the proposed Subcontractor Subagent as subagent of the Agency is intended to become

effective, and (vii) containing the date upon which such designation of the proposed Subcontractor Subagent as subagent of the Agency shall cease; and

(b) such other information as the Agency may request, in its sole discretion

If the Agency approves such request, the Agency will execute and deliver to the Company the Subagent Thirty-Day Sales Tax Report for such Subcontractor Subagent and shall file same with the New York State Department of Taxation and Finance.

(G) It is recognized that under the provisions of the Act, the Company, as agent of the Agency, and any Subagent appointed pursuant to the provisions of Section 8.12(F) hereof, are required to pay no sales tax in connection with the acquisition, construction and installation of the Project Facility. It is not the intention, however, of the parties hereto that the Company pay no amount in the nature of sales tax in relation to the Project. Accordingly, pursuant to Section 5.3(C) herein, the Company will make certain payments in lieu of sales taxes with respect to the Project Facility to the County in the amounts and in the manner set forth therein.

SECTION 8.13. IDENTIFICATION OF THE EQUIPMENT. All Equipment which is or may become part of the Project Facility pursuant to the provisions of this Lease Agreement shall be properly identified by the Company by such appropriate records, including computerized records, as may be approved by the Agency.

ARTICLE IX

ASSIGNMENTS; MERGER OF THE AGENCY

SECTION 9.1. ASSIGNMENT OF THE LEASE AGREEMENT. Except as otherwise provided in Section 8.4 hereof, this Lease Agreement may not be assigned by the Company, in whole or in part, without the prior written consent of the Agency.

SECTION 9.2. MERGER OF THE AGENCY. (A) Nothing contained in this Lease Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to, any other public benefit corporation of the State or political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all of the agreements and conditions of this Lease Agreement and the other Basic Documents to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests under this Lease Agreement shall be assigned.

(B) As of the date of any such consolidation, merger or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger or assignment as the Company may reasonably request.

SECTION 9.3. SALE OR LEASE OF THE PROJECT FACILITY. (A) Except for subleases of portions of the Project Facility entered into by the Company in the ordinary course of business and in compliance with the terms of this Lease Agreement and the other Basic Documents and as otherwise provided herein, the Company may not sell, lease, transfer, convey or otherwise dispose of the Project Facility or any part thereof without the prior written consent of the Agency, which consent shall not be unreasonably withheld or delayed; provided, however, that the prior written consent of the Agency shall not be required when the Company proposes to sublease a portion of the Project Facility in the ordinary course of business and such sublease is consistent with Section 3.2 hereof and the provisions of Section 854(4) and Section 862(1) of the Act.

(B) Notwithstanding anything to the contrary contained in this Lease Agreement, in any instance after the Completion Date where the Company reasonably determines that any portion of the Project Facility has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such portion of the Project Facility and may sell, trade in, exchange or otherwise dispose of the same, as a whole or in part, without the prior written consent of the Agency, provided, however, that such removal will not result in a decrease in the PILOT Payment amounts owed pursuant to the Payment in Lieu of Tax Agreement. At the request of the Company, the Agency shall execute and deliver to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Property free from the Liens of the Basic Documents. The Company shall pay all costs and expenses (including counsel fees) incurred in transferring title to and releasing from the Liens of the Basic Documents any item of Property removed pursuant to this Section 9.3.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1. EVENTS OF DEFAULT DEFINED. (A) The following shall be “Events of Default” under this Lease Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(1) A default by the Company in the due and punctual payment of the amounts specified to be paid pursuant to Section 5.3 or Section 6.6 hereof, and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company.

(2) A default in the performance or observance of any other of the covenants, conditions or agreements on the part of the Company in this Lease Agreement and the continuance thereof for a period of sixty (60) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such sixty (60) day period, the failure of the Company to commence to cure within such sixty (60) day period and to prosecute the same with due diligence.

(3) The occurrence of an “Event of Default” under any other Basic Document.

(4) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been false at the time it was made.

(5) The Company shall generally not pay its debts as such debts become due or admits its inability to pay its debts as they become due.

(6) The Company shall conceal, remove or permit to be concealed or removed any part of its Property, with intent to hinder, delay or defraud its creditors, or any one of them, or shall make or suffer a transfer of any of its Property which is fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall make any transfer of its Property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or shall suffer or permit, while insolvent, any creditor to obtain a Lien upon any of its Property through legal proceedings or distraint which is not vacated within thirty (30) days from the date thereof.

(7) (a) The filing by the Company (as debtor) of a voluntary petition under Title 11 of the United States Code or any other federal or state bankruptcy statute, (b) the failure by the Company within sixty (60) days to lift any execution, garnishment or attachment of such consequence as will impair the Company’s ability to carry out its obligations hereunder, (c) the commencement of a case under Title 11 of the United States Code against the Company as the debtor or commencement under any other federal or state bankruptcy statute of a case, action or proceeding against the Company and continuation of such case, action or proceeding without dismissal for a period of sixty (60) days, (d) the entry of an order for relief by a court of competent jurisdiction under Title 11 of the United States Code or any other federal or state bankruptcy statute with respect to the debts of the Company, or (e) in connection with any insolvency or bankruptcy case, action or proceeding, appointment by final order, judgment or decree of a court of competent jurisdiction of a receiver or trustee of the whole or a substantial portion of the Property of the Company, unless such order, judgment or decree is vacated, dismissed or dissolved within sixty (60) days of such appointment.

(8) The imposition of a Lien on the Project Facility other than a Permitted Encumbrance.

(9) The removal of the Project Facility, or any portion thereof, outside (a) the Town of Minden, Montgomery County, New York or (b) the Town of Canajoharie, Montgomery County, New York, without the prior written consent of the Agency, other than in connection with a removal under Section 9.3(B) hereof or decommissioning under Section 7.4 hereof.

(B) Notwithstanding the provisions of Section 10.1(A) hereof, if by reason of force majeure (as hereinafter defined) either party hereto shall be unable, in whole or in part, to carry out its obligations under this Lease Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party and to the Agency within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Lease Agreement of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (B) shall not be deemed an Event of Default under this Section 10.1. Notwithstanding anything to the contrary in this subsection (B), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Company to make the payments required by Sections 4.1(H), 5.3, 6.2 and 6.6 hereof, to obtain and continue in full force and effect the insurance required by Article VI hereof, to provide the indemnity required by Sections 3.3 and 8.2 hereof and to comply with the provisions of Sections 2.2(G), 6.6, 8.2, 8.4, 8.5 and 8.7(C) hereof. The term "force majeure" as used herein shall include acts outside of the control of the Agency and the Company, including but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders of any kind of any Governmental Authority or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, partial or entire failure of utilities, or any other cause or event not reasonably within the control of the party claiming such inability. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout or other industrial disturbances by acceding to the demands of the opposing party or parties.

SECTION 10.2. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 hereof (without acceleration), and (b) all other payments due under this Lease Agreement or any of the other Basic Documents (without acceleration); or

(2) re-enter and take possession of the Project Facility, enforce or terminate this Lease Agreement, sell the Project Facility, subject to Permitted Encumbrances, at public or private sale, as a whole or piecemeal, for such consideration as may be deemed appropriate in the circumstances, and hold the Company liable for the amount, if any, by which the aggregate unpaid amounts due hereunder exceed the Net Proceeds received upon such sale, or manage and operate the Project Facility, collect all or any rents accruing therefrom, let or relet the Project Facility or any part thereof for the Agency's own account or the account of the Company, holding the Company liable for payments due up to the effective date of such leasing and for the difference in the rent and other amounts paid by the lessee pursuant to such lease and the rental payments and other amounts payable by the Company hereunder, cancel or modify leases, evict tenants, bring or defend any

suits in connection with the possession of the Project Facility in its own name or in the Company's name, make repairs as the Agency deems appropriate, and perform such other acts in connection with the management and operation of the Project Facility as the Agency, in its discretion, may deem proper; or

(3) terminate this Lease Agreement in accordance with Section 11.1 hereof and convey to the Company all the Agency's right, title and interest in and to the Project Facility (The conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the recording by the Agency of the Termination of Underlying Lease. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title); or

(4) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Company under this Lease Agreement.

(B) No action taken pursuant to this Section 10.2 (including repossession of the Project Facility) shall relieve the Company from its obligations to make all payments required by this Lease Agreement and the other Basic Documents.

(C) In the event that the Company fails to prepare at the request of the Agency the instruments described in Section 10.2(A)(3) hereof, the Company agrees that the Agency may prepare or cause to prepare such instruments. The Company hereby appoints the Agency as its true and lawful agent to execute, deliver and record all such instruments necessary to provide for the termination of this Lease Agreement and the conveyance to the Company all the Agency's right, title and interest in and to the Project Facility. The Company acknowledges that the foregoing appointment is coupled with an interest and is irrevocable.

SECTION 10.3. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Lease Agreement or any other Basic Document now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 10.4. AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. In the event the Company should default under any of the provisions of this Lease Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred, whether an action is commenced or not.

SECTION 10.5. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI
TERMINATION

SECTION 11.1. EARLY TERMINATION OF THE LEASE AGREEMENT. (A) The Company shall have the option to terminate this Lease Agreement prior to the termination date specified in Section 5.2 hereof by filing with the Agency a certificate signed by an Authorized Representative of the Company stating the Company's intention to do so pursuant to this Section 11.1.

(B) The termination of the Agency's leasehold interest in the Leased Property created pursuant to the Underlying Lease shall be effected by the execution and delivery by the Agency to the Company of the Termination of Underlying Lease (an unexecuted copy of which is attached hereto as Exhibit C and by this reference made a part hereof). The termination of this Lease Agreement shall be effected by the execution and delivery of the Company and the Agency of the Termination of Lease Agreement (an unexecuted copy of which is attached hereto as Exhibit D and by this reference made a part hereof). The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from such transfers of title.

(C) The Company agrees to prepare the Termination of Underlying Lease and/or the Termination of Lease Agreement and all schedules thereto, together with all equalization and assessment forms and other necessary documentation, and to forward same to the Agency at least thirty (30) days prior to the date that the Project Facility or any portion thereof is to be conveyed to the Company.

(D) The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from the transfers contemplated by this Section 11.1.

(E) This Lease Agreement shall survive the transfer of the Project Facility to the Company pursuant to this Section 11.1 and shall remain in full force and effect until all of the Indebtedness then due and payable (without acceleration) shall have been paid in full, and thereafter the obligations of the Company shall survive as set forth in Section 12.8 hereof.

(F) Upon the payment in full of all Indebtedness then due and payable (without acceleration) under or secured by this Lease Agreement, and notwithstanding the survival of certain obligations of the Company as described in Section 12.8 hereof, the Agency shall upon the request of the Company execute and deliver to the Company such documents as the Company may reasonably request, in recordable form if so requested, to evidence the termination and release of all Liens granted to the Agency hereunder.

ARTICLE XII
MISCELLANEOUS

SECTION 12.1. NOTICES. (A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (1) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

Mohawk Solar LLC
1125 NW Couch Street
Portland, Oregon 97209
Attention: Director, Non-Income Tax

WITH A COPY TO:

Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Matthew S. Moses, Esq.

IF TO THE AGENCY:

Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: A. Joseph Scott, III, Esq.

(C) The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 12.2. BINDING EFFECT. This Lease Agreement shall inure to the benefit of the Agency and the Company and shall be binding upon the Agency, the Company and, as permitted by this Lease Agreement, their respective successors and assigns.

SECTION 12.3. SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of the Agency or the Company to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any

one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Lease Agreement.

SECTION 12.4. AMENDMENT. This Lease Agreement may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto.

SECTION 12.5. EXECUTION OF COUNTERPARTS. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.6. APPLICABLE LAW. This Lease Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State.

SECTION 12.7. RECORDING AND FILING. The Underlying Lease (or a memorandum thereof) and this Lease Agreement (or a memorandum hereof) and financing statements relating to the security interests created and/or assigned thereby, shall be recorded or filed, as the case may be, by the Agency (but at the sole cost and expense of the Company) in the office of the County Clerk of Montgomery County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

SECTION 12.8. SURVIVAL OF OBLIGATIONS. (A) The obligations of the Company to make the payments required by Sections 5.3 and 6.6 hereof then due and payable (without acceleration) as of the date of termination, and to provide the indemnity required by Sections 3.3 and 8.2 hereof shall survive the termination of this Lease Agreement, and all such payments after such termination shall be made upon demand of the party to whom such payment is due.

(B) The obligations of the Company to the Agency with respect to the Unassigned Rights shall survive the termination of this Lease Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the Unassigned Rights may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents or employees, relating thereto.

SECTION 12.9. TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The Table of Contents and the headings of the several Sections in this Lease Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Lease Agreement.

SECTION 12.10. NO RECOURSE; SPECIAL OBLIGATION. (A) The obligations and agreements of the Agency contained herein and in the other Basic Documents and any other instrument or document executed in connection herewith or therewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company), servant or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company), servants and employees 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 herein and therein shall not constitute or give rise to an obligation of the State of New York or Montgomery County, New York, and

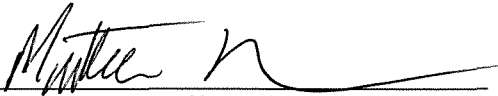
neither the State of New York nor Montgomery County, New York shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (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 (1) 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 days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten day period) or failed to respond within such notice period, (2) 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 (3) 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 members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify, defend and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Company) and employees 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 in the other Basic Documents and any other instrument or document executed in connection herewith or therewith, 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, officer, agent, servant or employee of the Company in his individual capacity, and the members, officers, agents, servants and employees 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.

IN WITNESS WHEREOF, the Agency and the Company have caused this Lease Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

IN WITNESS WHEREOF, the Agency and the Company have caused this Lease Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

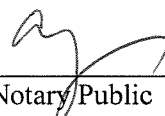
LEGAL
IN

BY: _____
Authorized Representative

BY: _____
Authorized Representative

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

On the 12th day of December, in the year 2019, before me, the undersigned, personally appeared MATTHEW BECK, 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.

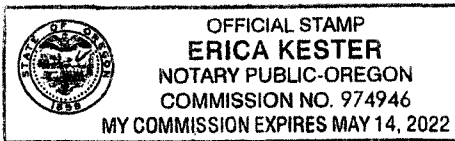


Notary Public

A. Joseph Scott, III
Notary Public, State of New York
Qualified in Albany County
No. 02SC4811591
Commission Expires December 31, 2022

STATE OF OREGON

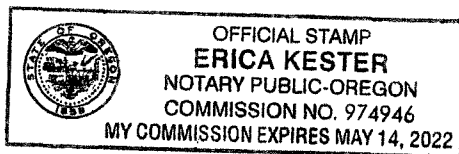
On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared STEVE KRUMP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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.



Gina Hester
Notary Public

[illegible]

On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared JESSE GRONNER, 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.



Guica Pastor
Notary Public

APPENDIX A

SCHEDULE OF DEFINITIONS

The following words and terms used in the attached document shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

“Act” means Title 1 of Article 18-A of the General Municipal Law of the State, as amended from time to time, together with Chapter 666 of the 1970 Laws of the State, constituting Section 895-d of the General Municipal Law of the State, as amended from time to time.

“Affected Tax Jurisdiction” shall have the meaning assigned to such term in Section 854(16) of the Act), which defines such term, in the context of the Project, to mean any village, town, city, county, and school district in which the Project Facility is located.

“Affected Tax Jurisdictions” means all Affected Tax Jurisdictions in which the Project Facility is located.

“Affiliate” of any Person means any other Person which directly or indirectly controls, or is controlled by, or is under a common control with, such Person.

“Agency” means (A) Montgomery County Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which Montgomery County Industrial Development Agency or its successors or assigns may be a party.

“Annual Sales Tax Report” means a New York State Department of Taxation and Finance Form ST-340 (Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)), indicating the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency pursuant to Section 4.1(E) of the Lease Agreement.

“Applicable Laws” means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof (the applicability of such statutes, codes, laws, acts, ordinances, orders, rules, regulations, directions and requirements to be determined both as if the Agency were the owner of the Project Facility and as if the Company and not the Agency were the owner of the Project Facility), including but not limited to (1) applicable building, zoning, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2) restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, and (3) judgments, decrees or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority.

“Approving Resolution” means the resolution duly adopted by the Agency on December 20, 2018, authorizing and directing the undertaking and completion of the Project and the execution and delivery of the Basic Documents to which the Agency is a party.

“Article 10 Certificate” means the certificate issued by the New York State Board of Electric Generation Siting and the Environment authorizing construction of the Project.

“Authorized Representative” means (A) with respect to the Agency, its Chairman or Vice-Chairman, or such other Person or Persons at the time designated to act on behalf of the Agency by written certificate furnished to the Company containing the specimen signature of each such Person and signed on behalf of the Agency by its Chairman, Vice Chairman or such other person as may be authorized by resolution of the Agency to act on behalf of the Agency, and (B) with respect to the Company, its chief executive officer or chief financial officer, or such other Person or Persons at the time designated to act on behalf of the Company by written certificate furnished to the Agency containing the specimen signature of each such Person and signed on behalf of the Company by its chief executive officer or chief financial officer, or such other person as may be authorized by the members of the Company to act on behalf of the Company.

“Basic Documents” means the Underlying Lease, the Lease Agreement, the Uniform Agency Project Agreement, the Payment in Lieu of Tax Agreement, the Section 875 GML Recapture Agreement, and all other instruments and documents related thereto and executed in connection therewith, and any other instrument or document supplemental thereto, each as amended from time to time.

“Business Day” means any day of the year other than (A) a Saturday or Sunday, (B) a day on which the New York Stock Exchange is closed or (C) a day on which commercial banks in New York, New York are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

“Certificate of Occupancy” means, collectively, the documents or certificates provided by the Town of Minden, New York and the Town of Canajoharie, New York certifying that the Project Facility complies with applicable building and zoning codes, or a letter from the local Governmental Authority stating that no such certificate is required, and any and all permissions, licenses or consents required of Governmental Authorities for the occupancy, operation and use of the Project Facility for its intended purposes.

“Closing” means the closing at which the Basic Documents are executed and delivered by the Company and the Agency.

“Closing Date” means the date of the Closing.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations of the United States Treasury Department promulgated thereunder.

“Company” means Mohawk Solar LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, and its successors and assigns, to the extent permitted pursuant to Section 8.4 of the Lease Agreement.

“Completion Date” means the earlier to occur of (A) August 31, 2023 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

“Condemnation” means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any Governmental Authority.

“Contractor Subagent” shall have the meaning assigned to such term in Section 8.12(F) of the Lease Agreement.

“County” means Montgomery County, New York.

“Default Interest Rate” means a per annum rate of interest equal to twelve percent (12%) per annum, or the maximum rate of interest permitted by law, whichever is less.

“Default Transferee” shall have the meaning assigned to such term in Section 8.4(E)(4) of the Lease Agreement.

“Equipment” means all equipment, fixtures, machines, building materials and items of personal property and all appurtenances intended to be acquired in connection with the completion of the Project prior to the Completion Date with the proceeds of any payment made by the Company pursuant to Section 4.1(H) of the Lease Agreement, and such substitutions and replacements therefor as may be made from time to time pursuant to the Lease Agreement, including without limitation, all the Property described in Exhibit B attached to the Lease Agreement.

“Event of Default” means, with respect to any particular Basic Document, any event specified as an Event of Default pursuant to the provisions thereof.

“Facility” means all buildings (or portions thereof), improvements, structures and other related facilities, and improvements thereto, (A) located on the Land, (B) financed with the proceeds of any payment made by the Company pursuant to Section 4.1(G) of the Lease Agreement, and (C) not constituting a part of the Equipment, all as they may exist from time to time.

“Financed Default Transferee” shall have the meaning assigned to such term in Section 8.4(E)(4)(b)(ii) of the Lease Agreement.

“Financial Assistance” shall have the meaning assigned to such term in the fifth recital clause to the Lease Agreement.

“Governmental Authority” means the United States of America, the State, any other state and any political subdivision thereof, and any agency, department, commission, court, board, bureau or instrumentality of any of them.

“Gross Proceeds” means one hundred percent (100%) of the proceeds of the transaction with respect to which such term is used, including, but not limited to, the settlement of any insurance or Condemnation award.

“Hazardous Materials” shall mean all hazardous materials including, without limitation, any flammable explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), Articles 15 or 27 of the State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule or regulation.

“IDA Document Escrow Agreement” means the escrow agreement dated as of the Closing Date by and between the Agency and the Company governing their respective obligations under the Basic Documents during the period of escrow.

“Indebtedness” means (1) the monetary obligations of the Company to the Agency and its members, officers, agents, servants and employees under the Lease Agreement and the other Basic Documents, (2) the monetary obligations (without acceleration) of the Company to the Affected Tax Jurisdictions under the Payment in Lieu of Tax Agreement and the other Basic Documents, and (3) all interest accrued and accruing on any of the foregoing.

“Independent Counsel” means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and not a full-time employee of the Company or the Agency.

“Independent Engineer” means an engineer or architect or firm of engineers or architects duly admitted to practice engineering or architecture in the state and not a full-time employee of the Company or the Agency.

“Land” means approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York, as more particularly described on Exhibit A attached to the Lease Agreement.

“Lease Agreement” means the lease agreement dated as of December 1, 2019 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

“Leased Property” means the Property leased to the Agency pursuant to the Underlying Lease.

“Lease Supplement” means a Lease Agreement supplement by and between the Agency, as landlord, and the Company, as tenant, pursuant to which the Agency will lease Supplemental Land to the Company.

“Lender” means, if the Company intends to finance the Project with borrowed money, any financial institution or other person or entity that from time to time provides secured financing for some or all of the Project, the Project Facility, or operation of the Project Facility, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns.

“Lien” means any interest in Property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including but not limited to a security interest arising from a mortgage, a security agreement, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or a judgment against the Company. The term “Lien” includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics’, materialmen’s, warehousemen’s and carriers’ liens and other similar encumbrances affecting real property. For purposes of the Basic Documents, a Person shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

“Loan” means a loan to be made by the Lender to the Company and to be secured by, among other things, a Mortgage.

“Loan Documents” means, collectively, a Mortgage and any building loan and other agreements reasonably requested by the Lender in connection with any Loan.

“Mortgage” means, if the Company intends to finance the Project with borrowed money, one or more mortgages and any other security documents and related documents from the Agency and the Company and/or an affiliate of the Company (the “Affiliate”) to the Lender, which Mortgage will grant in favor of the Lender liens on and security interests in the Mortgaged Property to secure any Loan, as said mortgage or mortgages may be amended or supplemented from time to time.

“Mortgaged Property” means all Property which may from time to time be subject to the Lien of a Mortgage.

“Net Proceeds” means so much of the Gross Proceeds with respect to which that term is used as remain after payment of all fees for services, expenses, costs and taxes (including attorneys’ fees and expenses) incurred in obtaining such Gross Proceeds.

“Payment in Lieu of Tax Agreement” means the payment in lieu of tax agreement dated as of December 1, 2019 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

“Permitted Encumbrances” means (A) utility, access and other easements, rights of way, restrictions, encroachments and exceptions that exist on the Closing Date and benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (B) mechanics’, materialmen’s, warehousemen’s, carriers’ and other similar Liens, to the extent permitted by Section 8.8 of the Lease Agreement, (C) Liens for taxes, assessments and utility charges, to the extent permitted by Section 6.2(B) of the Lease Agreement, (D) any Lien on the Project Facility obtained through any Basic Document and (E) any Lien requested by the Company in writing and consented to by the Agency, which consent of the Agency shall not be unreasonably withheld or delayed.

“Person” means an individual, partnership, corporation, trust, unincorporated organization or Governmental Authority.

“PILOT Payment” means a payment in lieu of taxes with respect to the Project Facility pursuant to the provisions of the Payment in Lieu of Tax Agreement.

“Project” shall have the meaning set forth in the fifth recital clause to the Lease Agreement.

“Project Facility” means, collectively, the Land, the Facility and the Equipment.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“Real Property Tax Exemption Form” means a New York State Board of Real Property Services Form RP-412-a (Industrial Development Agencies - Application for Real Property Tax Exemption) relating to the Project Facility.

“Sales Tax Exemption Letter” shall have the meaning assigned to such term in Section 8.12 of the Lease Agreement.

“Section 875 GML Recapture Agreement” means the recapture agreement dated as of December 1, 2019 by and between the Company and the Agency, required by the Act, regarding the recovery or

recapture of certain sales and use taxes constituting a part of the Financial Assistance relating to the Project, as said recapture agreement may be amended or supplemented from time to time.

“SEQRA” means Article Eight of the Environmental Conservation Law of the State and the statewide regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6NYCRR Part 617, as amended, and any local regulations thereunder adopted pursuant thereto.

“State” means the State of New York.

“Subagent” shall have the meaning assigned to such term in Section 8.12(F) of the Lease Agreement.

“Subcontractor Subagent” shall have the meaning assigned to such term in Section 8.12(F) of the Lease Agreement.

“Subsidiary” means, with respect to any Person, any corporation, the majority of the voting securities of which at any time outstanding is owned directly or indirectly by such Person, or by one or more of such Person’s other Subsidiaries or by such Person in conjunction with one or more of its other Subsidiaries.

“Term” means the term of the Underlying Lease.

“Termination of Lease Agreement” means a termination of lease agreement by and between the Company, as tenant, and the Agency, as landlord, intended to evidence the termination of the lease agreement, substantially in the form attached as Exhibit E to the Lease Agreement.

“Termination of Underlying Lease” means the termination of the Underlying Lease from the Agency to the Company, evidencing termination of the Underlying Lease, substantially in the form attached as Exhibit C to the Lease Agreement, which termination is intended, upon certain terminations of the Lease Agreement, to terminate the leasehold interest of the Agency created pursuant to the Underlying Lease.

“Thirty-Day Sales Tax Report” means a New York State Department of Taxation and Finance Form ST-60 (IDA Appointment of Project Operator or Agent) notifying the New York State Department of Taxation and Finance that the Agency has appointed the Company, or a Subagent, to act as agent of the Agency pursuant to Section 4.1(E) of the Lease Agreement.

“Transfer” shall have the meaning assigned to such term in Section 8.4 of the Lease Agreement; provided that, for the purposes of Section 9.1 of the Lease Agreement, the term “Transfer” shall also include the assignment of the Lease Agreement to a purchaser of the Project Facility, as contemplated under Section 9.1(A) of the Lease Agreement.

“Transferee Loan Agreement” shall have the meaning assigned to such term in Section 8.4(E)(4)(b)(ii) of the Lease Agreement.

“Unassigned Rights” means (A) the rights of the Agency granted pursuant to Sections 2.2, 3.2, 3.3, 4.1(B), 4.1(D), 4.1(E)(2), 4.1(F), 4.1(G), 5.2(A), 5.3(B), 5.4(B), 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 7.1, 7.2, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.1, 9.3, 11.1, 12.4, 12.8 and 12.10 of the Lease Agreement, (B) the moneys due and to become due to the Agency for its own account or the members, officers, agents (other than the Company) and employees of the Agency for their own account pursuant to Sections 2.2(F), 3.3, 4.1, 5.3(B)(2), 5.3(C), 6.4(B), 8.2, 10.2 and 10.4 of the Lease Agreement, (C) the moneys due as payments in

lieu of taxes pursuant to Section 6.6 of the Lease Agreement and the Payment in Lieu of Tax Agreement, (D) the payments due from the Company pursuant to the Section 875 GML Recapture Agreement, and (E) the right to enforce the foregoing pursuant to Article X of the Lease Agreement.

“Underlying Lease” means the underlying lease dated as of December 1, 2019 by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company has conveyed a leasehold interest in the Leased Property to the Agency, as said underlying lease may be amended or supplemented from time to time.

“Underlying Lease Supplement” means an Underlying Lease supplement by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease Supplemental Land to the Agency.

“Uniform Agency Project Agreement” means the uniform agency project agreement dated as of December 1, 2019 by and between the Agency and the Company, pursuant to which the Agency has agreed to grant certain Financial Assistance to the Company, subject to certain conditions, as such agreement may be amended or supplemented from time to time.

APPENDIX B

COUNTY SALES TAX PAYMENT SCHEDULE

The Company agrees as follows:

(A) The Company shall make payments in lieu of sales taxes to the County with respect to any purchases of services and tangible personal property relating to the Project Facility for which an exemption from New York sales or use taxes is enjoyed by the Company as a result of the involvement of the Agency.

(B) Subsequent to the Company filing an Annual Sales Tax Report with the New York State Department of Taxation and Finance for a given year, the Company on the next occurring March 15th shall pay to the County the amount which would have been paid to the County as the local share (4%) of sales tax on Project purchases for which the Agency's exemption is used and would be due but for the Agency's involvement in the Project based on the amount of total sales and use tax exemptions specified in such Annual Sales Tax Report.

(C) All payments required to be made by the Company pursuant to this Appendix B shall be made to the Montgomery County Treasurer in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

(D) If Project Financial Assistance (as defined in the Uniform Agency Project Agreement) is recaptured by the Agency pursuant to Section 4.03(B)(1) of the Uniform Agency Project Agreement, or if any purchase for which a payment in lieu of sales tax is made to the County is later determined to have been ineligible for the exemption from sales tax and sales tax is recaptured by the Agency in relation thereto pursuant to the terms of the Section 875 GML Recapture Agreement, the payments in lieu of sales tax hereunder shall be refunded by the County to the Company or, if not refunded, the Company shall receive credits against the County portion of annual PILOT payments under the Payment in Lieu of Tax Agreement until such payments in lieu of sales tax are fully credited.

EXHIBIT A

DESCRIPTION OF THE LAND

The Land consists of the Company's leasehold, easements and fee simple interests in the following parcels:

(Borchert). Easement Agreement between Timothy Borchert and Cynthia Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.2, dated June 8, 2018 and recorded in the Montgomery County Clerk's Office on August 29, 2018 as Instrument No. 2018-79694.

(Borchert). Lease Agreement between Tim Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.12 and 77.-2-13, recorded on March 22, 2018 as Instrument No. 2018-77211, as amended by that Confirmation, Amendment, Affirmation, Adoption, Ratification and Continuation of Solar Energy Lease Agreement dated July 9, 2019 and recorded in the Montgomery County Clerk's Office on September 3, 2019 as Instrument No. 2019-84849.

(Borchert). Setback and Easement Agreement between Timothy A. Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.2, dated August 6, 2019 and recorded in the Montgomery County Clerk's Office on September 3, 2019 as Instrument No. 2019-84850.

(Chase). Easement Agreement between Leslie R. Chase, Jr. and Cynthia A. Chase and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-23, dated June 12, 2018 and recorded in the Montgomery County Clerk's Office on August 29, 2018 as Instrument No. 2018-79693.

(Dean). Setback and Easement Agreement between Michael T. Dean and Suzanne M. Dean and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.12, dated November 15, 2019 and recorded in the Montgomery County Clerk's Office on November 22, 2019 as Instrument No. 2019-85893.

(Dennis). Lease Agreement between Malvin K. Dennis and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-12.1, dated August 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77213.

(Heiser). Easement Agreement between Scott Ralph Heiser and Deborah Lee Heiser and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-1.2, dated May 24, 2019 and recorded in the Montgomery County Clerk's Office on August 5, 2019 as Instrument No. 2019-84470.

(Heiser). Lease Agreement between Jason Heiser and Linda C. Heiser and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 61.-2-24, 77.-2-3.2, 77.-2-16.2, 77.-2-16.12, 78.-1-1.1, 78.-1-39, and 78.-1-41 dated June 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77212.

(Fisher). Easement Agreement between Aaron K. Fisher and Miriam E. Fisher and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-15.1, 93.-1-15.2, and 78.-1-57, dated September 13, 2017 and recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018- 78482, as amended by a First Amendment dated June 4, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument Number 2019-83686.

(Izzo). Lease Agreement between Giovanni L. Izzo and Linda M. Izzo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-1, dated November 21, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77209.

(Mifsud). Lease Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78484.

(Mifsud). Easement Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated September 28, 2019 and recorded in the Montgomery County Clerk's Office on October 18, 2019 as Instrument Number 2019-85452.

(Moore). Easement Agreement between David V. Moore and Julie A. Moore and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-26.4, dated May 24, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument No. 2019-83687.

(Moyer). Setback and Easement Agreement between James R. Moyer and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-30 and 78.-1-29, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82893.

(Sarullo). Setback and Easement Agreement between Joseph W. Sarullo and Martha M. Sarullo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-8, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82894.

(Stoltzfus). Lease Agreement between Moses B. Stoltzfus and Rachel S. Stoltzfus and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 77.-2-1 and 61.-1-24.3, dated August 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77210.

(Shults). Lease Agreement between David Shults and Lori Ann Shults and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-3.1, 78.-1-6.2, and 78.-1-8, dated July 14, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77214.

(Stone). Lease Agreement between Clifford J. Stone and Joan E. Stone and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-21 dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78483.

(Timerman). Lease Agreement between Mark Timerman and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-3, dated January 18, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on July 19, 2018 as Instrument No. 2018-78983.

(Wengerd). Lease Agreement between Ezra S. Wengerd and Annie F. Wengerd and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-6.1, dated June 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78481.

(Zook). Lease Agreement between Levi Zook and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-11.1 and 77.-2-11.2, dated January 3, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on February 5, 2019 as Instrument No. 2019-81980.

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All equipment, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, constructed and/or intended to be installed and/or to be acquired, constructed or installed prior to the Completion Date (as defined in the hereinafter defined Lease Agreement) in connection with the acquisition, construction and installation of the Mohawk Solar LLC Project (the "Project") of Montgomery County Industrial Development Agency (the "Agency"), said Project to be acquired, constructed and installed by Mohawk Solar LLC (the "Company") as agent of the Agency pursuant to a lease agreement dated as of December 1, 2019 (the "Lease Agreement") by and between the Agency and the Company and (B) now or hereafter attached to, contained in or used in connection with the Project or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, security system, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery;

(2) Solar-powered electric generating facility equipment and personal property, such as:

- Photovoltaic (PV) electric generating panels and modules and all associated equipment and accessories;
- Fixed-tilt racking structures or single-axis tracking structures and related anchors;
- Inverters;
- Concrete, rebar, inserts for concrete, and anchor bolts and anchor rings;
- Grounding cables and appurtenances;
- Conduit and fittings;
- Wire and cable;
- Meters;
- Electrical termination materials, devices, and kits;
- Junction boxes, switches, fittings, transformers and general electrical materials;
- Control systems, SCADA systems, and related cabling;
- Communications circuits and related equipment (T-1, fiber optic, etc.);
- Transformers;
- Substation equipment, steel, bus bar, switches, breakers, metering, relaying, buildings, security devices, lighting, fencing, grounding, communications equipment, lightning protectors, secondary power feeder and related accessories and components for a full substation;
- Wire and hardware for underground power collection system;
- Wire, hardware and poles for above-ground power collection system;
- Wire/cable, hardware and poles for transmission line(s);
- Gravel and rock for roads, foundations and pads;
- Geotextile fabric for roads, foundations and pads;
- Hardware for road entrances (gates);
- Protective materials and facilities (bollards, fencing, etc.);
- Environmental protection materials (silt fence, liners, traps, hay bales, curlex, jute netting, etc.);

- Drain tile;
- Culverts and other drainage accessories for road and stream crossings;
- Road construction materials;
- Specialized rigging equipment for material movement;
- Operations and maintenance, control house, and storage building materials, equipment and supplies;
- Back-up generators;
- Operations and maintenance equipment (gators, snow plows, snowmobiles, etc.);
- Security equipment, facilities and devices;
- Safety equipment and devices;
- Vehicles and tooling for maintenance crews;
- Related spare parts for all of above;
- Hand tools and equipment;
- Nuts, bolts, pipe and pipe fittings, tape, adhesives and other miscellaneous hardware;
- Trees, plants, seed, top soil, lime, fertilizer and straw;
- Miscellaneous hardware and paint;
- Diesel and gasoline fuel and lubricants;
- Office trailers, portable toilets; and
- Rental equipment (air compressors, generators, padding machines, bending machines, stump grinders, skidders, all-terrain type vehicles, sheet piling hammers, coating equipment, welders, earth-moving equipment, cranes, etc.); and

(3) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

EXHIBIT C

FORM OF TERMINATION OF UNDERLYING LEASE

THIS TERMINATION OF UNDERLYING LEASE (the "Termination of Underlying Lease") dated as of _____, _____, by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized under the laws of the State of New York having an office for the transaction of business located at 9 Park Street, Fonda, New York (the "Agency"), and MOHAWK SOLAR LLC, a limited liability company organized and existing under the laws of the State of New York having an office for the transaction of business located at 1125 NW Couch Street, Portland, Oregon (the "Company").

WITNESSETH:

WHEREAS, the Company and the Agency entered into a certain underlying lease dated as of December 1, 2019 (the "Underlying Lease") pursuant to which the Agency was granted a leasehold interest in the parcel of the land more particularly described in Exhibit A attached thereto (the "Leased Property") and in and to all those buildings, improvements, structures and other related facilities affixed or attached to the Leased Property now or in the future; and

WHEREAS, pursuant to Section 11.1 of a lease agreement dated as of December 1, 2019 (the "Lease Agreement") between the Company and the Agency, the Company and the Agency further agreed that the Underlying Lease would be terminated upon the satisfaction of the conditions set forth in Section 11.1 and Section 11.2 of the Lease Agreement, as appropriate; and

WHEREAS, the conditions set forth in Section 11.1 and Section 11.2 of the Lease Agreement, as appropriate, have been satisfied on or before the date hereof.

NOW, THEREFORE, it is hereby agreed that the Underlying Lease is terminated as of the dated date hereof.

The Company hereby agrees to indemnify the Agency as to any claims that have arisen heretofore or shall arise hereafter under the Underlying Lease and this Termination of Underlying Lease.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Agency and the Company, for the purposes above set forth, have caused this Termination of Underlying Lease to be executed and delivered by their duly authorized officers, all as of the day and year first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

BY: Avangrid Renewables, LLC,
An Oregon limited liability company,
Its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

STATE OF NEW YORK

)

Ss.:

COUNTY OF MONTGOMERY

)

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

Notary Public

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Notary Public

)

)

Notary Public

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

[TO BE PROVIDED BY COMPANY AT TIME OF TERMINATION]

EXHIBIT D

FORM OF TERMINATION OF LEASE AGREEMENT

WHEREAS, MOHAWK SOLAR LLC (the “Company”), as tenant, and Montgomery County Industrial Development Agency (the “Agency”), as landlord, entered into a lease agreement dated as of December 1, 2019 (the “Lease Agreement”) pursuant to which, among other things, the Agency leased the Project (as defined in the Lease Agreement) to the Company; and

WHEREAS, pursuant to the Lease Agreement, the Company and the Agency agreed that the Lease Agreement would terminate on the earlier to occur of (1) December 31st of the calendar year in which the last PILOT Payment pursuant to the Payment in Lieu of Tax Agreement is due or (2) the date of the Lease Agreement shall be terminated pursuant to Article X or Article XI of the Lease Agreement; and

WHEREAS, the Company and the Agency now desires to evidence the termination of the Lease Agreement;

NOW, THEREFORE, it is hereby agreed that the Lease Agreement has terminated as of the dated date hereof; provided, however, (A) as provided in Section 12.8 of the Lease Agreement, the Company acknowledges that termination of the term of the Lease Agreement, either pursuant to the terms of Section 5.2, Article X or Article XI of the Lease Agreement, shall not relieve the Company of its obligation to make the PILOT Payments due pursuant to Section 2.02 and Section 5.01 of the Payment in Lieu of Tax Agreement nor entitle the Company to a discharge of any other amounts due and payable pursuant to the Payment in Lieu of Tax Agreement, the Uniform Agency Project Agreement and the Section 875 GML Recapture Agreement and (B) as provided in Section 12.8 of the Lease Agreement, certain obligations of the Company shall survive the termination of the Lease Agreement, and the execution of this termination of lease agreement by the Agency is not intended, and shall not be construed, as a waiver or alteration by the Agency or the Company of the provisions of Section 12.8 of the Lease Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Lease Agreement.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Company and the Agency have signed this termination of lease agreement and caused to be dated as of the _____ day of _____, ____.

MOHAWK SOLAR LLC

BY: Avangrid Renewables, LLC,
An Oregon limited liability company,
Its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

STATE OF OREGON)
)
) Ss.:
)
COUNTY OF MULTNOMAH)

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

Notary Public

STATE OF OREGON)
)
) Ss.:
)
COUNTY OF MULTNOMAH)

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

Notary Public

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)

Notary Public

EXHIBIT E

INITIAL EMPLOYMENT PLAN

COMPANY NAME:

ADDRESS:

BUSINESS TYPE:

CONTACT PERSON:

TELEPHONE NUMBER

Please complete the following chart describing your projected employment plan following receipt of financial assistance (the "Financial Assistance") from Montgomery County Industrial Development Agency (the "Agency"):

Current and Planned Full Time Occupations in Company	Current Number of Full Time Jobs Per Occupation	Estimated Hiring Dates	Will any special recruitment or training be required? Yes/No.	Estimated Number of Full Time Jobs After Completion of the Project		
				1 year	2 year	3 year

Please indicate the estimated hiring dates for the new jobs shown above and any special recruitment or training that will be required.

Are the employees of your firm currently covered by a collective bargaining agreement? Yes ____
No ____

If yes, Name and Local

In the event that the Company receives any Financial Assistance from the Agency, we agree to schedule a meeting with _____ (insert name of local New York State Job Service Superintendent)

and _____ (insert name of representative of the Agency’s area under the Federal Job Training Partnership Act) prior to the hiring of any employees for the purpose of supplying such information as may be requested in connection with this Employment Plan and to notify the regional office of the Department of Economic Development, in advance, of the time and place of such meeting.

Prepared by:

Title:

Signature:

Date:

EXHIBIT F

FORM OF ANNUAL EMPLOYMENT REPORT

EMPLOYMENT PLAN STATUS REPORT

COMPANY NAME: _____

ADDRESS: _____

TYPE OF BUSINESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

<u>Occupation</u>	<u>Number of New Jobs</u>	<u>Number Listed^{1/}</u>	<u>Number Filled</u>	<u>Job Service Division Applicants</u>	<u>Job Training Partnership Act eligible persons</u>
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¹With local Jobs Service Division and local service delivery office created pursuant to the Job Training Partnership Act.

EXHIBIT G

FORM OF SALES TAX EXEMPTION LETTER

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

9 Park Street
Fonda, New York 12068

December __, 2019

To Whom It May Concern:

Re: New York State Sales or Use Tax Exemption
Montgomery County Industrial Development Agency
Mohawk Solar LLC Project

Pursuant to TSB-M-87(7) issued by the New York State Department of Taxation and Finance on April 1, 1987, as modified by TSB-M-14(1.1)S issued by the New York State Department of Taxation and Finance on June 12, 2014 (collectively, the "Policy Statement"), Mohawk Solar LLC (the "Company") has requested a letter from Montgomery County Industrial Development Agency (the "Agency"), a public benefit corporation created pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), containing the information required by the Policy Statement regarding the sales tax exemption with respect to the captioned project (the "Project") comprised of approximately 1,000 acres of land located in the Town of Minden and the Town of Canajoharie, Montgomery County, New York (the "Project Site").

The Company has applied to and been approved for financial assistance from the Agency in the matter of completion of the Project on the Project Site. The Project includes the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from sales taxes, real property transfer taxes, mortgage recording taxes and real estate taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company pursuant to the terms of a lease agreement dated as of December 1, 2019 (the "Lease Agreement") by and between the Agency and the Company. Please be advised that as of December 1, 2019, the Agency executed and delivered the Lease Agreement, pursuant to which the Agency appointed the Company as agent of the Agency to acquire, construct and install the Project Facility.

Pursuant to the Lease Agreement, the Company, as agent of the Agency, or any Subagent (as defined in and pursuant to Section 8.12(F) of the Lease Agreement), is authorized to make purchases of materials to

be incorporated in the Project and machinery and equipment constituting a part of the Project, and purchases or rentals of supplies, tools, equipment, or services necessary to acquire, construct, reconstruct or install the Project, as provided in the IDA Agent or Project Operator Exempt Purchase Certificate (“Form ST-123”) or in the IDA Agent or Project Operator Exempt Purchase Certificate for Fuel (“Form FT-123”), current forms of which are attached hereto as Exhibit A.

To ensure that the above purchases or rentals are exempt from any sales or use tax imposed by the State of New York or any governmental instrumentality located within the State of New York, the vendor must identify the Project on each bill and invoice for such purchases and indicate on the bill or invoice that the Company as agent for the Agency was the purchaser (e.g., “Mohawk Solar LLC, as agent for Montgomery County Industrial Development Agency”). In addition, the following procedures should be observed:

1. The Company, as agent of the Agency, must complete Form ST-123 or Form FT-123, as applicable, and provide same to vendor.
2. Each bill and invoice should identify the date of delivery and indicate the place of delivery.
3. Payment should be made by the Company acting as agent, directly to the vendor from a requisition from a special project fund of the payor.
4. Deliveries should be made to the Project Site, or under certain circumstances (such as where the materials require additional fabrication before installation on the Project Site or for storage to protect materials from theft or vandalism prior to installation at the Project Site) deliveries may be made to a site other than the Project Site, providing the ultimate delivery of the materials is made to the Project Site. Where delivery is made to a site other than the Project Site, the purchases should be billed or invoiced by the vendor to the Company as agent of the Agency, identify the date and place of delivery, the Agency’s full name and address and the Project Site where the materials will ultimately be delivered for installation.

A contractor or subcontractor not appointed as agent or project operator of the Agency must present suppliers with Form ST-120.1, Contractor Exempt Purchase Certificate, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16).

Pursuant to Section 874(8) of the Act, the Company, as agent of the Agency, must annually file a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, of the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency. The penalty for failure to file such a statement under Section 874(8) of the Act shall be the removal of authority to act as an agent for the Agency.

Pursuant to Section 874(9) of the Act, the Agency must file within thirty (30) days of the date the Agency designates the Company as agent of the Agency, a statement with the New York State Department of Taxation and Finance, on a form and in such manner as prescribed by the Commissioner of Taxation and Finance, identifying the Company as agent of the Agency.

Pursuant to Section 875(5) of the Act, the Company or any Subagent may not utilize the Thirty-Day Sales Tax Report as the basis to make any purchase exempt from sales tax, and that use of the Thirty-Day Sales Tax Report in such manner will both (A) subject the Company and any Subagent to civil and criminal penalties for misuse of a copy of such statement as an exemption certificate or document or for failure to pay or collect tax as provided in the tax law and (B) be deemed to be, under articles twenty-eight and thirty-seven of the New York State tax law, the issuance of a false or fraudulent exemption certificate or document with intent to evade tax. The Company and any Subagent is required to utilize Form ST-123 or Form FT-123 to obtain the sales tax exemption.

This letter shall serve as proof of the existence of an agency contract between the Agency, the Company and any Subagent for the SOLE EXPRESS PURPOSE OF SECURING EXEMPTION FROM NEW YORK STATE SALES AND USE TAXES FOR THE PROJECT ONLY. NO OTHER PRINCIPAL/AGENT RELATIONSHIP BETWEEN THE AGENCY AND THE COMPANY, OR THE AGENCY AND ANY SUBAGENT, IS INTENDED OR MAY BE IMPLIED OR INFERRED BY THIS LETTER.

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

Under the Policy Statement, a copy of this letter received by any vendor or seller to the Company as agent for the Agency, or to any Subagent, may be accepted by such vendor or seller as a "statement and additional documentary evidence of such exemption" as provided by New York State Tax Law Section 1132(c)(1), thereby relieving such vendor or seller from the obligation to collect sales and use tax on purchases or rentals of such materials, supplies, tools, equipment, or services by the Agency through its agent, the Company, or any Subagent.

THIS LETTER SHALL BE IN EFFECT UNTIL AUGUST 31, 2023.

In the event you have any questions with respect to the above, please do not hesitate to call Kenneth F. Rose, Chief Executive Officer of the Agency, at (518) 853-8334.

Very truly yours,

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Authorized Officer

EXHIBIT A

IDA AGENT OR PROJECT OPERATOR
EXEMPT PURCHASE CERTIFICATES

See attached.



New York State Department of Taxation and Finance

New York State Sales and Use Tax

**IDA Agent or Project Operator
Exempt Purchase Certificate**

Effective for projects beginning on or after June 1, 2014

ST-123

(7/14)

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		
Name of project	IDA project number (also OSC number)	
Street address of project site		
City, town, or village	State	ZIP code
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	

Instructions

To the purchaser

You may use Form ST-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from sales and use tax as described in the IDA contract.

You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number — If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter *N/A*.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

Example 1: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.

Example 2: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment to be incorporated into the project, as agent for the IDA. Contractor X makes the same purchases as in Example 1. Since the concrete, lumber, and machinery will actually be incorporated into the project, contractor X may purchase these items exempt from tax. However, rental of the backhoe and bulldozer is not exempt since these transactions are normally taxable and the IDA agreement does not authorize contractor X to make such rentals as agent of the IDA.

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, *Contractor Exempt Purchase Certificate*, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases

To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).

- Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.
- Mark box B to indicate you are purchasing certain consumer utility services used in completing the project exempt from tax. This includes gas, electricity, refrigeration, and steam; and gas, electric, refrigeration, and steam services.
- Mark box C to indicate you are purchasing a motor vehicle or tangible personal property related to a qualifying motor vehicle exempt from tax.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. 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.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith,
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



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



New York State Department of Taxation and Finance
New York State Taxes on Fuel (Articles 12-A, 13-A, 28, and 29)
IDA Agent or Project Operator
Exempt Purchase Certificate for Fuel

FT-123
(10/14)

This certificate is not valid unless all entries have been completed.
To be completed by the purchaser and given to the seller

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 fuel for use in the following IDA project and that such purchases qualify as exempt from excise taxes and sales and use taxes under my agreement with the IDA.

Name of IDA		
Name of project	IDA project number (use OSC number)	
Street address of project site		
City, town, or village	State	ZIP code
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 — Only fuel or residual petroleum product used to **complete** the project may be purchased by IDA agents or project operators exempt from the fuel excise tax, petroleum business tax, and sales and use tax. Fuel or residual petroleum product used to **operate** a business after the project is completed does not qualify for this exemption (see instructions).

Mark an **X** in boxes that apply:

- | | |
|---|---|
| <input type="checkbox"/> A. Motor fuel | <input type="checkbox"/> C. Non-highway diesel motor fuel |
| <input type="checkbox"/> B. Highway diesel motor fuel | <input type="checkbox"/> D. Residual petroleum product |

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 excise taxes and 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	

Instructions

To the purchaser

You may use Form FT-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from excise taxes and sales and use tax as described in the IDA contract.

You may use Form FT-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number – If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter *N/A*.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases. However, IDAs do not normally make direct purchases for projects. Commonly, an IDA instead appoints a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator acting within the authority granted by the IDA are deemed to be made by the IDA and therefore exempt from tax. Purchases made by an agent or project operator to operate a business after the project is completed are subject to tax.

Example: An IDA agreement with its agent, Contractor X, states that Contractor X may make all purchases of materials and equipment necessary for completion of the project as agent for the IDA.

Contractor X purchases non-highway diesel motor fuel for use in construction equipment that will be used to prepare the site for construction. Since the fuel is being used to complete the project, Contractor X may purchase the fuel exempt from taxes.

When the project is completed, Contractor X purchases motor fuel and highway diesel motor fuel for use in snowplows and other maintenance vehicles used to maintain the parking lots for the business. Contractor X may not purchase this fuel exempt from tax because it is being used to operate, not to complete, the project.

Exempt purchases

To qualify for exemption, the purchases must be made within the authority granted by the IDA and used to **complete** the project, but not to **operate** the completed project.

Box A – Motor fuel is gasoline, benzol, reformulated blend stock for oxygenate blending, conventional blend stock for oxygenate blending, E85, fuel grade ethanol that meets the ASTM International active standards specification D4806 or D4814, or other product which is suitable for use in the operation of a motor vehicle engine. If you are purchasing motor fuel exempt from tax, mark this box.

Box B – Highway diesel motor fuel is any diesel motor fuel that is not non-highway diesel motor fuel. If you are purchasing highway diesel motor fuel exempt from tax, mark this box.

Box C – Non-highway diesel motor fuel is any diesel motor fuel designated for use other than on a public highway, and is dyed diesel motor fuel. If you are purchasing non-highway diesel motor fuel exempt from tax, mark this box.

Diesel motor fuel is No. 1 diesel fuel, No. 2 diesel fuel, biodiesel, kerosene, fuel oil, or other middle distillate, and also motor fuel suitable for operating a diesel engine. Diesel motor fuel does not include any product specifically designated "No. 4 diesel fuel."

Box D – Residual petroleum product means the topped crude of refinery operations, including No. 5 fuel oil, No. 6 fuel oil, bunker C, and the special grade of diesel product designated as No. 4 diesel fuel, that is not suitable for use in the operation of a motor vehicle engine. If you are purchasing residual petroleum product exempt from tax, mark this box.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. 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.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



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To order forms and publications: (516) 457-5431



Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (516) 485-5082

EXHIBIT H
FORM OF ANNUAL SALES TAX REPORT



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		Employer identification number (EIN)
Street address		Telephone number ()
City		State ZIP code
Name of IDA	Name of project	IDA project number
Street address of project site		
City		State ZIP code
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*.

Instructions

General information

Who must file

The General Municipal Law (GML) and the Public Authorities Law require the agent/project operator (also known as the *project occupant*) of an Industrial Development Agency or Authority (IDA) to file an annual report with the Tax Department. The agent/project operator required to file this report is the person **directly** appointed by the IDA to act for and to represent the IDA for the project. The agent/project operator is ordinarily the one for whom the IDA project was created.

There is usually only one agent/project operator directly appointed by the IDA for an IDA project. However, if the IDA directly appoints multiple agents/project operators, each agent/project operator must file this form (unless they are related corporations).

Only the agent/project operators directly appointed by the IDA must file Form ST-340. Contractors, subcontractors, consultants, or agents appointed by the agent/project operators should **not** themselves file Form ST-340. However, the agent/project operators must include on Form ST-340 information obtained from such contractors, subcontractors, consultants, and agents, as described below.

What you must report

The report must show the **total value** of all state and local sales and use taxes exempted during the calendar year, as a result of the project's designation as an IDA project. This includes:

- the value of the exemptions the agent/project operator (you) obtained; and
- the value of the exemptions obtained by your contractors, subcontractors, consultants, and others, whether or not appointed as agents of the IDA.

Include only the **total combined** exemptions obtained by the above people. A breakdown of the total is not required. However, since the report must include the value of the exemptions they obtained, you must keep records of the amounts others report to you.

You must make it clear to the contractors, subcontractors, consultants, and others that they must keep accurate tax information and have it available, so that you can comply with the annual reporting requirements.

Do not include on this report the amount of any sales and use tax exemptions from other provisions of the Tax Law (for example, manufacturer's production equipment exemption, research and development exemption, or contractor's exemption for tangible personal property incorporated into a project of an exempt organization).

When the report is due

You must file Form ST-340 on a calendar-year basis. It is due by the last day of February of the following year. The reporting requirement applies to IDA projects started on or after July 21, 1993.

Project information

At the top of the form, identify the reporting period by entering the year in the space provided. If an address is required, always include the ZIP code.

Name of IDA agent/project operator: Enter your name, address, employer identification number (EIN), and telephone number.

Name of IDA and IDA project number: Enter the name and address of the IDA. If more than one IDA is involved in a particular project, you must file a separate report for the tax exemptions attributable to each IDA. Also enter the ID project number.

Name of project: Enter the name of the project and the address of the project site. If you are involved in more than one project, you

must file a separate report for each project, even if authorized by the same IDA.

Date project began: Enter the date the project started (this means the earliest of the date of any bond or inducement resolution, the execution of any lease, or any bond issuance). Include month, day, and year.

Completion date of project: Enter the date installation, lease, or rental of property (for example, machinery or computers) on the project ended, or the date the project is expected to be completed. Mark an **X** in the appropriate box to indicate if the date entered is actual or expected.

Total sales and use tax exemptions: Enter the total amount of New York State and local sales and use taxes exempted during the reporting period as a result of the project's receipt of IDA financial assistance (*if none, enter 0*). This includes exemptions obtained at the time of purchase, as well as through a refund or credit of tax paid. Include the sales and use taxes exempted on purchases of property or services incorporated into or used on the exempt project. This includes the taxes exempted on purchases made by or on behalf of the agent/project operator, the general contractor for the project, and any subcontractors, consultants, or others. Do not enter total purchases.

Representative information

If applicable, enter the name, address, title (for example, attorney or accountant), and telephone number of the individual you authorize to submit this report. This section is not required.

Certification

Enter the name and title of the person signing on your behalf (for example, the IDA agent/project operator's officer, employee, or other authorized representative). Your officer, employee, or authorized representative must sign and date the report.

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*.

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- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center:	518-485-2889
To order forms and publications:	518-457-5431
Text Telephone (TTY) or TDD equipment users	Dial 7-1-1 for the New York Relay Service

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request for personal information, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our website, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

EXHIBIT I

FORM OF THIRTY-DAY SALES TAX REPORT



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			IDA project number (use OSC numbering system for projects after 1998)	
Street address			Telephone number ()	
City	State	ZIP code	Email address (optional)	

Project operator or agent information

Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: <input type="checkbox"/>	Employer identification or Social Security number	
Street address		Telephone number ()	Primary operator or agent? Yes <input type="checkbox"/> No <input type="checkbox"/>	
City	State	ZIP code	Email address (optional)	

Project information

Name of project	
Street address of project site	
City	State ZIP code Email address (optional)
Purpose of project	

Description of goods and services intended to be exempted from New York State and local sales and use taxes		
Date project operator or agent appointed (mmdyy)	Date project operator or agent status ends (mmdyy)	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:		Estimated value of New York State and local sales and use tax exemption provided:

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		Print title	
Signature	Date	Telephone number ()	

EXHIBIT J

FORM OF LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (the "Lease Supplement") dated as of _____, _____, by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized under the laws of the State of New York having an office for the transaction of business located at 9 Park Street, Fonda, New York (the "Agency"), and MOHAWK SOLAR LLC, a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 1125 NW Couch Street, Portland, Oregon (the "Company").

WITNESSETH:

WHEREAS, the Company, as tenant, and the Agency, as landlord, entered into a lease agreement dated as of December 1, 2019 (the "Lease Agreement") pursuant to which, among other things, the Agency leased the Project Facility (as defined in the Lease Agreement) to the Company; and

WHEREAS, the Lease Agreement provides for the execution and delivery by the Company and the Agency of a Lease Supplement, substantially in the form hereof, for the purpose of describing the Supplemental Land leased from the Agency to the Company pursuant to and in accordance with the terms of the Lease Agreement; and

WHEREAS, the Company and the Agency have entered into an Underlying Lease Supplement with respect to the Supplemental Land and now desire to enter into this Lease Supplement;

NOW, THEREFORE, in consideration of the promises and other good and sufficient consideration, the Company and the Agency hereby agree as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Lease Agreement.
2. Pursuant to Section 5.1(B) of the Lease Agreement, the Agency hereby leases to the Company, and the Company hereby rents and leases from the Agency, the Agency's interest in the parcels of real property described in Exhibit A attached hereto, together with any and all Project-related improvements now or hereafter located thereon for the Lease Agreement Term.
3. This Lease Supplement shall be construed in connection with and as part of the Lease Agreement, and all terms, conditions and covenants contained in the Lease Agreement shall be and remain in full force and effect and are incorporated herein by reference with the same force and effect as if fully set forth herein. The Land shall include the Supplemental Land for all purposes under the Lease Agreement.
4. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.
5. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

6. This Lease Supplement, or a memorandum thereof, shall be recorded by the Agency in the Office of the Clerk of the County of Montgomery, New York, or in such other office as may at the time be provided by law as the proper place for the recordation thereof.

IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

BY: Avangrid Renewables, LLC,
An Oregon limited liability company,
Its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

)

)

Notary Public

)

Ss.:

)

Notary Public

)

Ss.:

)

Notary Public

EXHIBIT A

DESCRIPTION OF THE SUPPLEMENTAL LAND

[TO BE PROVIDED BY COMPANY AT TIME OF ENTRY INTO A LEASE SUPPLEMENT]

EXHIBIT K

FORM OF INDIRECT AGENT APPOINTMENT AGREEMENT

This INDIRECT AGENT APPOINTMENT AGREEMENT (this "Agreement") dated as of _____, 20__ is by and between MOHAWK SOLAR LLC (the "Company") and [NAME OF CONTRACTOR SUBAGENT] ("Contractor Subagent").

Background

The Company and Contractor Subagent entered into that certain [DESCRIBE CONSTRUCTION OR OTHER APPLICABLE CONTRACT] dated as of ____, 20__ (the "Contractor Subagent Agreement").

Montgomery County Industrial Development Agency (the "Agency") and the Company entered into that certain Lease Agreement dated as of December 1, 2019 (the "Lease Agreement"), pursuant to which the Agency appointed the Company as its true and lawful agent to, among other things, acquire, construct, reconstruct and install the Project Facility, as defined in the Lease Agreement (hereinafter, the "Facility").

The Company and Contractor Subagent desire to enter into this Agreement to provide for the appointment by the Company of Contractor Subagent as its agent for the purpose of performing the Contractor Subagent's work scope under the Contractor Subagent Agreement with respect to the acquisition, construction, reconstruction or installation of the Facility, so as to request the Agency to execute and deliver to Contractor Subagent a New York Department of Taxation and Finance Form ST-60 ("Form ST-60") relating to Contractor Subagent.

Agreement

NOW THEREFORE, in consideration of the sum of Ten Dollars in hand paid and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Contractor Subagent hereby agree as follows:

1. Appointment. The Company hereby appoints Contractor Subagent as its true and lawful agent for the purpose of (a) performing the Contractor Subagent's work scope under the Contractor Subagent Agreement, and (b) purchasing, renting or hiring goods, materials, machinery, equipment, or services, with respect to the acquisition, construction, reconstruction or installation of the Facility. Notwithstanding the foregoing and anything to the contrary contained herein:

(a) the appointment of Contractor Subagent as an agent of the Company solely relates to the Facility;

(b) the appointment of Contractor Subagent as an agent of the Company is only for the period that the Company is acting as agent of the Agency pursuant to Section 3.1(E) of the Lease Agreement;

(c) the Agency's liability for the obligations of the Company and, by virtue of the appointment set forth in Section 1 of this Agreement, Contractor Subagent, is limited as provided in Section 3.1(E) of the Lease Agreement, and the Agency is not otherwise liable in any way to the Company, Contractor Subagent or their respective laborers, contractors, subcontractors or materialmen;

(d) the Company's liability for the obligations of the Contractor Subagent and its subcontractors, materialmen and suppliers is limited as provided in the Contractor Subagent Agreement and related subcontracts, and the Company is not otherwise liable in any way to the Contractor Subagent or its employees, subcontractors, materialmen or suppliers. No other principal-agent relationship between the Company and Contractor Subagent beyond that created by this Agreement is intended or may be implied or inferred by this Agreement; and

(e) THIS AGREEMENT IS ENTERED INTO FOR THE SOLE PURPOSE OF PROVIDING EXEMPTION FROM NEW YORK STATE SALES AND USE TAXES FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION AND INSTALLATION OF THE FACILITY ONLY.

2. Appointment of Subcontractors. With respect to any of Contractor Subagent's subcontractors who may not qualify for tax exemption under Sections 1115(a)(15) and 1115(a)(16) of the New York Tax Law, Contractor Subagent or the Company may appoint one or more subcontractors as its or the Company's true and lawful agent for the purpose of providing exemption from New York State's sales and use taxes in relation to each such subcontractor's work scope under its agreement with Contractor Subagent with respect to the acquisition, construction, reconstruction and installation of the Facility.

3. Contractor Reporting. Contractor Subagent must provide the Company annually with such information as is necessary to allow the Company to timely file an Annual Sales Tax Report (ST-340) with the New York State Department of Taxation and Finance, as required by Section 8.12(B) of the Lease Agreement.

4. Insurance. The appointment of Contractor Subagent as an agent of the Company under Section 1 of this Agreement shall not be effective unless Contractor Subagent has delivered to the Company and the Agency a certificate of insurance, complying with the requirements of Section 6.3 of the Lease Agreement, and indicating that:

(a) Contractor Subagent maintains insurance with respect to the Facility providing the coverage against the 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 with respect thereto, and mandated by Section 6.3 of the Lease Agreement, including, but not necessarily limited to the following:

(i) To the extent applicable, during and prior to completion of the Facility, builder's risk (or equivalent coverage) insurance upon any work done or material furnished in connection with the acquisition, construction, reconstruction and installation of the Facility,

(ii) To the extent applicable, at such time that builder's risk insurance is no longer available by virtue of the completion of the acquisition, construction, reconstruction and installation of the Facility, insurance against loss or damage to the Facility by fire, lightning, vandalism, malicious mischief and other perils normally insured against with a uniform extended coverage endorsement,

(iii) To the extent applicable, workers' compensation insurance, disability benefits insurance and such other forms of insurance which Contractor Subagent is required by law to provide, covering loss resulting from injury, sickness, disability or

death of employees of Contractor Subagent who are located at or assigned to the Facility or who are responsible for the acquisition, construction, reconstruction and installation of the Facility, and

(iv) Insurance protecting the Contractor Subagent, as insured, and the Company and the Agency, as additional insureds, as their interests may appear, against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury or death or damage to the property of others caused by any accident or occurrence, with limits of not less than:

(aa) \$1,000,000 per person per accident or occurrence on account of personal injury, including death resulting therefrom,

(bb) \$500,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed on the Contractor Subagent by any applicable workers' compensation law, and

(cc) \$5,000,000 under a separate umbrella liability policy protecting the Contractor Subagent, as insured, and the Company and the Agency, as additional insureds, as their interests may appear; and

(b) all policies evidencing such insurance,

(i) name Contractor Subagent, as insured, and the Company and the Agency, as additional insureds, as their interests may appear, and

(ii) provide for at least thirty (30) days' written notice to the Contractor Subagent, the Company, and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof.

The Company and Contractor Subagent acknowledge that receipt of the certificate of insurance is an express condition precedent to the delivery by the Agency of the Form ST-60 for the Contractor Subagent.

5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

6. Assignment. Contractor Subagent may not assign or delegate its rights or obligations hereunder without the prior written consent of the Agency. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and permitted assigns of the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Company and Contractor Subagent have caused this Agreement to be executed under seal as of the day and year first above written.

MOHAWK SOLAR LLC

By: _____
Name:
Title:

[NAME OF CONTRACTOR SUBAGENT]

By: _____
Name:
Title:



MONTGOMERY COUNTY – STATE OF NEW YORK
BRITTANY L. KOLBE, COUNTY CLERK
P O BOX 1500, FONDA, NY 12068

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



INSTRUMENT #: 2020-86643

Receipt#: 2020305665

Clerk: AM

Rec Date: 01/23/2020 10:08:43 AM

Doc Grp: RP

Descrip: MEMORANDUM OF LEASE WITH A TP

Num Pgs: 12

Rec'd Frm: HODGSON RUSS LLP

Party1: MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Party2: MOHAWK SOLAR LLC

Town: MINDEN
CANAJOHARIE

Recording:

Cover Page	5.00
Recording Fee	75.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 105.00

Transfer Tax
Transfer Tax 0.00

Sub Total: 0.00

Total: 105.00

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

***** Transfer Tax *****
Transfer Tax #: 766
Transfer Tax

Total: 0.00

Record and Return To:

HODGSON RUSS LLP
677 BROADWAY
ALBANY, NEW YORK 12207

I hereby certify that the within and foregoing was
recorded in the Montgomery County Clerk's Office

Brittany L. Kolbe

Brittany L. Kolbe
Montgomery County Clerk

THIS IS NOT AN INVOICE

CLOSING ITEM NO.: A-4

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY, AS LANDLORD

AND

MOHAWK SOLAR LLC, AS TENANT

MEMORANDUM OF LEASE AGREEMENT

DATED AS OF DECEMBER 1, 2019

RELATING TO A LEASEHOLD INTEREST HELD BY THE
LANDLORD IN VARIOUS FEE SIMPLE, LEASEHOLD AND
EASEMENT INTERESTS HELD OR TO BE HELD BY THE
LANDLORD IN CERTAIN PARCELS OF LAND LOCATED IN THE
TOWN OF MINDEN, MONTGOMERY COUNTY, NEW YORK AND
THE TOWN OF CANAJOHARIE, MONTGOMERY COUNTY, NEW
YORK.

THIS DOCUMENT IS INTENDED TO CONSTITUTE A
MEMORANDUM OF LEASE OF REAL ESTATE, AND IS INTENDED
TO BE RECORDED IN LIEU OF SUCH LEASE, IN ACCORDANCE
WITH THE PROVISIONS OF SECTION 294 OF THE NEW YORK REAL
PROPERTY LAW.

Record and Return:

Hodgson Russ LLP
677 Broadway
Albany, New York 12207
Attn: Pamela Weisberg

MEMORANDUM OF LEASE AGREEMENT

The undersigned, MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 9 Park Street, Fonda, New York (the "Agency"), as landlord, and MOHAWK SOLAR LLC, a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 1125 NW Couch Street, Portland, Oregon (the "Company"), as tenant, have entered into a certain lease agreement dated as of December 1, 2019 (the "Lease Agreement").

The Lease Agreement covers a leasehold interest affecting the interests in real property (the "Land") described on Exhibit A attached hereto and made a part hereof, certain Project-related improvements on the Land (the "Facility"), and the machinery, equipment and other personal property described on Exhibit B attached hereto and made a part hereof (the "Equipment") (the Land, the Facility and the Equipment being collectively referred to in the Lease Agreement as the "Project Facility").

The Lease Agreement provides for the lease of the Project Facility by the Agency to the Company for a term commencing on the date of execution and delivery of the Lease Agreement and terminating on the earlier to occur of (A) December 31 of the calendar year in which the last PILOT Payment (as defined in the Lease Agreement) is due or (B) the date that the Lease Agreement shall be terminated pursuant to Article X thereof (entitled "Events of Default and Remedies") or Article XI thereof (entitled "Termination").

The Lease Agreement obligates the Company (A) to pay, on the date of execution and delivery of the Lease Agreement, a single lump sum basic rental payment equal to the Agency's administrative fee for the project which is the subject of the Lease Agreement (the "Project"), (B) throughout the term of the Lease Agreement, to provide indemnity to the Agency, (C) to make PILOT Payments with respect to the Project Facility, and (D) to make certain other payments to the Agency.

Subject to the provisions of the Lease Agreement, the Lease Agreement (A) obligates the Company to purchase the Project Facility at the end of the lease term, or under certain circumstances upon the sooner termination of the Lease Agreement, and (B) grants to the Company the option, at any time the Company so elects, to acquire the Project Facility.

The Company, as tenant, is entitled to possession of the Project Facility from the date thereof. The Company, as tenant, has the right to enter into lease and easement modifications affecting all or a portion of the Project Facility, subject to the conditions set forth in the Lease Agreement.

The Company has granted the Agency a security interest in the Project Facility as security for the rental payments and all other obligations of the Company under the Lease Agreement.

The Lease Agreement is available for inspection during normal business hours at the office of the Agency, currently located as indicated above.

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Lease Agreement to be executed in their respective names by their duly authorized officers and to be dated as of the day and year first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

BY: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Lease Agreement to be executed in their respective names by their duly authorized officers and to be dated as of the day and year first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

BY: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member


LEGAL
IN

BY: _____
Authorized Representative

BY: _____
Authorized Representative

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

On the 12th day of December, in the year 2019, before me, the undersigned, personally appeared MATTHEW BECK, 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.



Notary Public

A. Joseph Scott, III
Notary Public, State of New York
Qualified in Albany County
No. 02SC4811591
Commission Expires December 31, 2022

STATE OF OREGON)
)ss:
COUNTY OF MULTNOMAH)

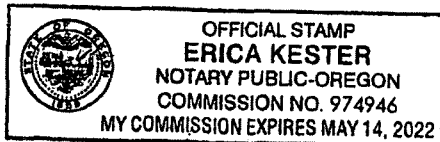
On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared STEVE KRUMP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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.



Anica Kester
Notary Public

[illegible]

On the 5th day of December, in the year 2019, before me, the undersigned, personally appeared JESSE GRONNER, 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.



Erica Laster
Notary Public

EXHIBIT A

DESCRIPTION OF THE LAND

(Borchert). Easement Agreement between Timothy Borchert and Cynthia Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.2, dated June 8, 2018 and recorded in the Montgomery County Clerk's Office on August 29, 2018 as Instrument No. 2018-79694.

(Borchert). Lease Agreement between Tim Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.12 and 77.-2-13, recorded on March 22, 2018 as Instrument No. 2018-77211, as amended by that Confirmation, Amendment, Affirmation, Adoption, Ratification and Continuation of Solar Energy Lease Agreement dated July 9, 2019 and recorded in the Montgomery County Clerk's Office on September 3, 2019 as Instrument No. 2019-84849.

(Borchert). Setback and Easement Agreement between Timothy A. Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.2, dated August 6, 2019 and recorded in the Montgomery County Clerk's Office on September 3, 2019 as Instrument No. 2019-84850.

(Chase). Easement Agreement between Leslie R. Chase, Jr. and Cynthia A. Chase and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-23, dated June 12, 2018 and recorded in the Montgomery County Clerk's Office on August 29, 2018 as Instrument No. 2018-79693.

(Dean). Setback and Easement Agreement between Michael T. Dean and Suzanne M. Dean and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.12, dated November 15, 2019 and recorded in the Montgomery County Clerk's Office on November 22, 2019 as Instrument No. 2019-85893.

(Dennis). Lease Agreement between Malvin K. Dennis and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-12.1, dated August 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77213.

(Heiser). Easement Agreement between Scott Ralph Heiser and Deborah Lee Heiser and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-1.2, dated May 24, 2019 and recorded in the Montgomery County Clerk's Office on August 5, 2019 as Instrument No. 2019-84470.

(Heiser). Lease Agreement between Jason Heiser and Linda C. Heiser and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 61.-2-24, 77.-2-3.2, 77.-2-16.2, 77.-2-16.12, 78.-1-1.1, 78.-1-39, and 78.-1-41 dated June 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77212.

(Fisher). Easement Agreement between Aaron K. Fisher and Miriam E. Fisher and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-15.1, 93.-1-15.2, and 78.-1-57, dated September 13, 2017 and recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018- 78482, as amended by a First Amendment dated

June 4, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument Number 2019-83686.

(Izzo). Lease Agreement between Giovanni L. Izzo and Linda M. Izzo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-1, dated November 21, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77209.

(Mifsud). Lease Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78484.

(Mifsud). Easement Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated September 28, 2019 and recorded in the Montgomery County Clerk's Office on October 18, 2019 as Instrument Number 2019-85452.

(Moore). Easement Agreement between David V. Moore and Julie A. Moore and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-26.4, dated May 24, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument No. 2019-83687.

(Moyer). Setback and Easement Agreement between James R. Moyer and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-30 and 78.-1-29, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82893.

(Sarullo). Setback and Easement Agreement between Joseph W. Sarullo and Martha M. Sarullo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-8, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82894.

(Stoltzfus). Lease Agreement between Moses B. Stoltzfus and Rachel S. Stoltzfus and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 77.-2-1 and 61.-1-24.3, dated August 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77210.

(Shults). Lease Agreement between David Shults and Lori Ann Shults and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-3.1, 78.-1-6.2, and 78.-1-8, dated July 14, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77214.

(Stone). Lease Agreement between Clifford J. Stone and Joan E. Stone and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-21 dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78483.

(Timerman). Lease Agreement between Mark Timerman and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-3, dated January 18, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on July 19, 2018 as Instrument No. 2018-78983.

(Wengerd). Lease Agreement between Ezra S. Wengerd and Annie F. Wengerd and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-6.1, dated June 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78481.

(Zook). Lease Agreement between Levi Zook and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-11.1 and 77.-2-11.2, dated January 3, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on February 5, 2019 as Instrument No. 2019-81980.

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All equipment, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, constructed and/or intended to be installed and/or to be acquired, constructed or installed prior to the Completion Date (as defined in the hereinafter defined Lease Agreement) in connection with the acquisition, construction and installation of the Mohawk Solar LLC Project (the "Project") of Montgomery County Industrial Development Agency (the "Agency"), said Project to be acquired, constructed and installed by Mohawk Solar LLC (the "Company") as agent of the Agency pursuant to a lease agreement dated as of December 1, 2019 (the "Lease Agreement") by and between the Agency and the Company and (B) now or hereafter attached to, contained in or used in connection with the Land or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, security system, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery;

(2) Solar-powered electric generating facility equipment and personal property, such as:

- Photovoltaic (PV) electric generating panels and modules and all associated equipment and accessories;
- Fixed-tilt racking structures or single-axis tracking structures and related anchors;
- Inverters;
- Concrete, rebar, inserts for concrete, and anchor bolts and anchor rings;
- Grounding cables and appurtenances;
- Conduit and fittings;
- Wire and cable;
- Meters;
- Electrical termination materials, devices, and kits;
- Junction boxes, switches, fittings, transformers and general electrical materials;
- Control systems, SCADA systems, and related cabling;
- Communications circuits and related equipment (T-1, fiber optic, etc.);
- Transformers;
- Substation equipment, steel, bus bar, switches, breakers, metering, relaying, buildings, security devices, lighting, fencing, grounding, communications equipment, lightning protectors, secondary power feeder and related accessories and components for a full substation;
- Wire and hardware for underground power collection system;
- Wire, hardware and poles for above-ground power collection system;
- Wire/cable, hardware and poles for transmission line(s);
- Gravel and rock for roads, foundations and pads;
- Geotextile fabric for roads, foundations and pads;
- Hardware for road entrances (gates);
- Protective materials and facilities (bollards, fencing, etc.);
- Environmental protection materials (silt fence, liners, traps, hay bales, curlex, jute netting, etc.);
- Drain tile;

- Culverts and other drainage accessories for road and stream crossings;
- Road construction materials;
- Specialized rigging equipment for material movement;
- Operations and maintenance, control house, and storage building materials, equipment and supplies;
- Back-up generators;
- Operations and maintenance equipment (gators, snow plows, snowmobiles, etc.);
- Security equipment, facilities and devices;
- Safety equipment and devices;
- Vehicles and tooling for maintenance crews;
- Related spare parts for all of above;
- Hand tools and equipment;
- Nuts, bolts, pipe and pipe fittings, tape, adhesives and other miscellaneous hardware;
- Trees, plants, seed, top soil, lime, fertilizer and straw;
- Miscellaneous hardware and paint;
- Diesel and gasoline fuel and lubricants;
- Office trailers, portable toilets; and
- Rental equipment (air compressors, generators, padding machines, bending machines, stump grinders, skidders, all-terrain type vehicles, sheet piling hammers, coating equipment, welders, earth-moving equipment, cranes, etc.); and

(3) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.



**Combined Real Estate
Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY Mailing address 9 PARK STREET; P.O. BOX 1500 City State ZIP code FONDA NEW YORK 12068 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN 52-1283539 Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) MOHAWK SOLAR LLC Mailing address 1125 NW COUCH STREET City State ZIP code PORTLAND OREGON 97209 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN 47-4247745 Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
		SEE ATTACHED SCHEDULE	CANAJOHARIE AND MINDEN	MONTGOMERY

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance <div style="border: 1px solid black; padding: 2px; display: inline-block;">12/ 20 /19</div> <small>month day year</small>	Percentage of real property conveyed which is residential real property _____ % <small>(see instructions)</small>
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building		
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building		
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____		

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	l. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) <u>LEASE AGREEMENT</u>

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____ Schedule B., Part II \$ _____		

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <input type="checkbox"/> Exemption claimed	1.		
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.		
3	Taxable consideration (subtract line 2 from line 1)	3.	0	00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.	0	00
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.		
6	Total tax due* (subtract line 5 from line 4)	6.	0	00

Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1	Enter amount of consideration for conveyance (from Part I, line 1)	1.		
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)	2.		
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a.	Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)	a	<input type="checkbox"/>
b.	Conveyance is to secure a debt or other obligation	b	<input type="checkbox"/>
c.	Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance	c	<input type="checkbox"/>
d.	Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts	d	<input type="checkbox"/>
e.	Conveyance is given in connection with a tax sale	e	<input type="checkbox"/>
f.	Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F	f	<input type="checkbox"/>
g.	Conveyance consists of deed of partition	g	<input type="checkbox"/>
h.	Conveyance is given pursuant to the federal Bankruptcy Act	h	<input type="checkbox"/>
i.	Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property	i	<input type="checkbox"/>
j.	Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment	j	<input type="checkbox"/>
k.	Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim)	k	<input type="checkbox"/>

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY: Avangrid Renewables, LLC, An Oregon limited liability company,
Its Manager and Sole Member


Grantor signature

Authorized Officer
Title

BY:

Grantee signature

Authorized Officer
Title

Grantor signature

Title

BY:

Grantee signature

Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

 MOHAWK SOLAR LLC
 BY: Avangrid Renewables, LLC, An Oregon limited liability company,
 Its Manager and Sole Member

_____ Grantor signature	_____ Authorized Officer Title	BY: _____ Grantee signature	_____ Authorized Officer Title
_____ Grantor signature	_____ Title	BY: _____ Grantee signature	_____ AUTHORIZED PERSON

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

COUNTY OF MONTGOMERY INDUSTRIAL DEVELOPMENT AGENCY - MOHAWK SOLAR PROJECT
SCHEDULE A TO TP-584 - SUMMARY OF REAL PROPERTY INTERESTS

Tax Parcel I.D. Number	Town	School District	Street	Underlying Property Owner	Company Real Property Interest
61.-2-24	Minden	Fort Plain CSD	144 Nestle Road	Heiser, Jason	Lease
61.-1-24.3	Minden	Fort Plain CSD	Nestle Road	Stoltzfus, Moses & Rachel	Lease
77.-2-1	Canajoharie	Fort Plain CSD	Nestle Road	Stoltzfus, Moses & Rachel	Lease
77.-2-15.2	Canajoharie	Canajoharie CSD	262 Marshville Road	Borchert, Timothy & Cynthia	Easement
77.-2-15.12	Canajoharie	Canajoharie CSD	282 Marshville Road	Borchert, Timothy	Lease
77.-2-13	Canajoharie	Canajoharie CSD	Clinton Road	Borchert, Timothy & Cynthia	Lease
77.-2-17.2	Canajoharie	Canajoharie CSD	270 Duncel	Borchert, Timothy & Cynthia	Setback and Easement
78.-1-23	Canajoharie	Canajoharie CSD	424 Fredericks Street	Chase, Leslie & Cynthia	Easement
77.-2-17.12	Canajoharie	Canajoharie CSD	266 Nestle Road	Dean, Michael & Suzanne	Setback and Easement
93.-1-12.1	Canajoharie	Canajoharie CSD	125 Dygert Road	Dennis, Malvin	Lease
78.-1-1.2	Canajoharie	Canajoharie CSD	560 Clinton Road	Heiser, Scott & Deborah Lee	Easement
77.-2-3.2	Canajoharie	Canajoharie CSD	Nestle Road	Heiser, Jason	Lease
77.-2-16.2	Canajoharie	Canajoharie CSD	Nestle Road	Heiser, Jason	Lease
77.-2-16.12	Canajoharie	Canajoharie CSD	Nestle Road	Heiser, Jason & Linda	Lease
78.-1-1.1	Canajoharie	Canajoharie CSD	Clinton Road	Heiser, Jason	Lease
78.-1-39	Canajoharie	Canajoharie CSD	616 Clinton Road	Heiser, Jason	Lease
78.-1-41	Canajoharie	Canajoharie CSD	Clinton Road	Heiser, Jason & Linda	Lease
93.-1-15.1	Canajoharie	Canajoharie CSD	492 Marshville Road	Fisher, Aaron & Miriam	Easement
93.-1-15.2	Canajoharie	Canajoharie CSD	Dygert Road	Fisher, Aaron & Miriam	Easement
78.-1-57	Canajoharie	Canajoharie CSD	Marshville Road	Fisher, Aaron & Miriam	Easement
93.-3-1	Canajoharie	Canajoharie CSD	122 Marshville Road	Izzo, Giovanni & Linda	Lease
78.-1-25	Canajoharie	Canajoharie CSD	775 Marshville Road	Mifsud, Louis & Jill	Lease
78.-1-25	Canajoharie	Canajoharie CSD	775 Marshville Road	Mifsud, Louis & Jill	Easement
78.-1-26.4	Canajoharie	Canajoharie CSD	665 Marshville Road	Moore, David & Julie	Easement
78.-1-30	Canajoharie	Canajoharie CSD	Clinton Road	Moyer, James	Setback and Easement
78.-1-29	Canajoharie	Canajoharie CSD	Fredericks Street	Moyer, James	Setback and Easement
77.-2-8	Canajoharie	Canajoharie CSD	786 Clinton Street	Sarullo, Joseph and Martha	Setback and Easement
78.-1-3.1	Canajoharie	Canajoharie CSD	487 Clinton Road	Shults, David & Lori Ann	Lease
78.-1-6.2	Canajoharie	Canajoharie CSD	Seebers Lane	Shults, David	Lease
78.-1-8	Canajoharie	Canajoharie CSD	Seebers Lane	Shults, David	Lease
78.-1-21	Canajoharie	Canajoharie CSD	389 Fredericks Street	Stone, Clifford & Joan	Lease
93.-3-3	Canajoharie	Canajoharie CSD	Marshville Road	Timerman, Mark	Lease
77.-2-6.1	Canajoharie	Canajoharie CSD	139 H. Jones Road	Wengerd, Ezra & Annie	Lease
77.-2-11.1	Canajoharie	Canajoharie CSD	280 Tanners Road	Zook, Levi	Lease
77.-2-11.2	Canajoharie	Canajoharie CSD	280 Tanners Road	Zook, Levi	Lease

CLOSING ITEM NO.: A-5

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

MOHAWK SOLAR LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF DECEMBER 1, 2019

RELATING TO THE PROJECT FACILITY LOCATED IN THE TOWN OF
MINDEN, MONTGOMERY COUNTY, NEW YORK AND THE TOWN
OF CANAJOHARIE, MONTGOMERY COUNTY, NEW YORK.

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SCHEDULE A – PILOT Payments Schedule

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of December 1, 2019 (the "Payment in Lieu of Tax Agreement") by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 9 Park Street, Fonda, New York (the "Agency"), and MOHAWK SOLAR LLC, limited liability company organized and existing under the laws of the State of New York having an office for the transaction of business located at 1125 NW Couch Street, Portland, Oregon (the "Company");

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of 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 purposes, in order to advance the job opportunities, health, general prosperity and 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, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 666 of the Laws of 1970 of the State, as amended, constituting Section 895-d of said General Municipal Law (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in May, 2018, the Company presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the

lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on May 17, 2018 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notices of public hearings of the Agency (collectively, the "Public Hearings") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 10, 2018 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notices of the Public Hearings to be posted on (i) October 10, 2018 on a bulletin board located at 12 Mitchell Street in the Town of Canajoharie, Montgomery County, New York and (ii) October 11, 2018 on a bulletin board located at the Town Clerk's Office in the Town of Minden, Montgomery County, New York, (C) caused notices of the Public Hearings to be posted on October 10, 2018 on the Agency's website; (D) caused notices of the Public Hearings to be published on October 12, 2018 in (i) the Courier Standard Enterprise, a newspaper of general circulation available to the residents of the Town of Canajoharie, Montgomery County, New York and (ii) The Recorder, a newspaper of general circulation available to the residents of the Town of Minden, Montgomery County, New York, (D) conducted the Public Hearings on October 24, 2018 at 6:00 p.m., local time, at the Municipal Town Building, 134 Highway 80, Fort Plain, New York and at 7:30 p.m., local time, at 12 Mitchell Street, Canajoharie, New York, respectively, and (E) prepared reports of the Public Hearings (collectively, the "Hearing Reports") fairly summarizing the views presented at such Public Hearings and caused copies of said Hearing Reports to be made available to the members of the Agency; and

WHEREAS, the Agency's Uniform Tax Exemption Policy (the "Policy") provides a standardized method for the determination of payments in lieu of taxes for a facility similar to the Project Facility. In connection with the Application, the Company made a request to the Agency that the Agency deviate from the Policy with respect to Project Facility. The Chief Executive Officer of the Agency caused a letter dated November 20, 2018 (the "PILOT Deviation Notice Letter") to be mailed to the chief executive officers of the Town of Minden, New York (the "Town of Minden"), the Town of Canajoharie, New York (the "Town of Canajoharie" and together with the Town of Minden, the "Towns"), the Fort Plain Central School District (the "Fort Plain School District"), the Canajoharie Central School District (the "Canajoharie Central School District" and together with the Fort Plain School District, the "School Districts") and Montgomery County, through its elected County Legislature (the "County," and together with the Towns and the School Districts, being collectively referred to as the "Affected Tax Jurisdictions"); and

WHEREAS, the proposed deviation from the Policy is outlined in resolutions (the "Deviation Approval Resolutions") that were provided to the Affected Tax Jurisdictions, which Deviation Approval Resolutions were subsequently adopted by the Affected Tax Jurisdictions; and

WHEREAS, by resolution adopted by the members of the Agency on December 20, 2018 (the "PILOT Deviation Approval Resolution"), the members of the Agency determined to deviate from the Policy with respect to the Project; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on December 20, 2018 (the "SEQRA Resolution"), the Agency determined that as a result of the Company

having submitted a preliminary scoping statement, among other materials, documents, status reports, and filing letters, to the New York State Board on Electric Generation Siting and the Environment with respect to the Project pursuant to Article 10 of the Public Service Law of the State of New York, as amended (“Article 10”), the Project is exempt from review under SEQRA pursuant to the provisions of Article 10 and therefore no SEQRA review is required; and

WHEREAS, by further resolution adopted by the members of the Agency on December 20, 2018 (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of December 1, 2019 (the “Lease Agreement”) between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the “Basic Documents”); and

WHEREAS, pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the “Closing”), (A) the Company will execute and deliver to the Agency (1) an underlying lease dated as of December 1, 2019 (the “Underlying Lease”), pursuant to which the Company will lease to the Agency its leasehold interest in the Leased Property (as defined therein), (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of December 1, 2019 (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility and (2) a certain recapture agreement (the “Section 875 GML Recapture Agreement”) by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company will execute and deliver the uniform agency project agreement dated as of December 1, 2019 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement, (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the “Real Property Tax Law”), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as PILOT

Payments (as defined herein) with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

(D) Consent by Affected Tax Jurisdictions. The Deviation Approval Resolutions adopted by the Affected Tax Jurisdictions approving the terms of this Payment in Lieu of Tax Agreement are attached hereto as Exhibit B.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization and its operating agreement to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization or its operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) 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 of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement, *provided, however*, that the Project Facility may not be constructed without an Article 10 certificate from the New York State Board on Electric Generation Siting and the Environment (which has not been heretofore obtained but which the Company is pursuing).

ARTICLE II

COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE PROJECT FACILITY. (A) Assessment of the Project Facility. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a “Real Property Tax Exemption Form”) with respect to the Project Facility, and for so long thereafter as the Agency shall have a leasehold interest in the Project Facility, the Project Facility shall be assessed by the Affected Tax Jurisdictions as exempt upon the assessment rolls of the respective Affected Tax Jurisdictions prepared subsequent to the acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease and the filing of the Real Property Tax Exemption Forms. The Agency shall provide a copy of this Payment in Lieu of Tax Agreement together with the filed Real Property Tax Exemption Form to the assessors for the Towns (the “Assessors”). The Company shall, promptly following acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease, take such action as may be necessary to ensure that the Project Facility shall be assessed as exempt upon the assessment rolls of the respective Affected Tax Jurisdictions prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form and a copy of this Payment in Lieu of Tax Agreement shall be filed with the appropriate officer or officers of each respective Affected Tax Jurisdiction responsible for assessing properties on behalf of each such Affected Tax Jurisdiction (each such officer being hereinafter referred to as an “Assessor”). For so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Affected Tax Jurisdiction. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Affected Tax Jurisdiction until the first tax year of such Affected Tax Jurisdiction following the tax status date of such Affected Tax Jurisdiction occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the respective Affected Tax Jurisdictions. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project Facility.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES. (A) Agreement to Make Payments. The Company agrees during the term of this Payment in Lieu of Tax Agreement to make PILOT Payments (as defined herein) to the Agency as set forth on Schedule A attached hereto. The PILOT Payments shall be paid by the Agency to the Affected Tax Jurisdictions pursuant to the provisions hereof.

(B) Valuation of the Project Facility. (1) The value of the Project Facility (hereinafter referred to as the “Assessed Value”) shall be determined by the appropriate Assessors. The parties hereto agree that the Assessors shall (a) appraise the Project Facility in the same manner as other similar properties in the general area of the Project Facility and (b) place an Assessed Value upon the Project Facility, equalized if

necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes, for the purpose of levying special assessments and special ad valorem taxes on the Project Facility. The Company shall be entitled to written notice of the initial determination of the Assessed Value of the Project Facility and of any change in the Assessed Value of the Project Facility.

(2) The parties hereto agree and recognize that the Assessed Value determined pursuant to this Section 2.02(B) is not required to calculate the payments in lieu of taxes due under Section 2.02(C) hereof.

(C) Amount of PILOT Payments. (1) Annual PILOT Payment Amounts. The payments in lieu of taxes to be paid by the Company annually to the Agency on behalf of each Affected Tax Jurisdiction pursuant to the terms of this Payment in Lieu of Tax Agreement shall be as set forth in Schedule A attached hereto (each a “PILOT Payment” and together “PILOT Payments”).

(2) Certification of Installed Capacity. No less than forty-five (45) days prior to the initial PILOT Payment due pursuant to the provisions of this Payment in Lieu of Tax Agreement, the Company shall certify to the Agency the nameplate generating capacity of the Project Facility, measured in megawatts of alternating current (“MW”), installed within each Affected Tax Jurisdiction group described in the table below (“Installed Capacity” and “Installed Capacity Certification,” respectively). A form of such Installed Capacity Certification is attached hereto as Exhibit C. The Project Facility is anticipated to have an Installed Capacity in each Affected Tax Jurisdiction group as of the Completion Date (as defined in the Lease Agreement) as follows:

<u>Affected Tax Jurisdiction Group</u>	<u>Installed Capacity (MW)</u>
Town of Minden / Fort Plain Central School District / Montgomery County	23.36
Town of Canajoharie / Fort Plain Central School District / Montgomery County	4.45
Town of Canajoharie / Canajoharie Central School District / Montgomery County	62.69
Total:	90.50

(3) PILOT Payment Allocation. Each PILOT Payment shall first be allocated by the Agency in proportion to the Installed Capacity in the groupings of the Affected Tax Jurisdiction set forth in the table above and in the relevant Installed Capacity Certification provided by the Company relative to the total Installed Capacity of the Project Facility as a whole set forth in Exhibit C hereto. PILOT Payments will then be allocated by the Agency within such groupings of the Affected Tax Jurisdictions in accordance with the percentages established by their respective tax rates as a percentage of the combined tax rate of each Affected Tax Jurisdiction group for the assessment roll year corresponding to that payment year.

(D) Additional Payments in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land, other than any structural addition, additional building or structure contemplated in the Application (such structural additions and additional buildings and other structures being hereinafter referred to as “Additional Facilities”) the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as “Additional Payments”) to the Agency with respect to such Additional Facilities, such Additional Payments to be computed separately for each Affected Tax Jurisdiction as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Additional Normal Tax") which would be payable to each Affected Tax Jurisdiction with respect to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to Section 2.02(E) of this Payment in Lieu of Tax Agreement by (b) the tax rate or rates of such Affected Tax Jurisdiction that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Affected Tax Jurisdiction if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the term of this Payment in Lieu of Tax Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Affected Tax Jurisdiction) if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Agency on behalf of each Affected Tax Jurisdiction as a PILOT Payment with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Additional Normal Tax due each Affected Tax Jurisdiction with respect to such Additional Facilities for such fiscal tax year (unless the Agency and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(E) Valuation of Additional Facilities for Determining Additional Payments in Lieu of Taxes.

(1) The value of any Additional Facilities for purposes of determining Additional Payments due pursuant to Section 2.02(D) of this Payment in Lieu of Tax Agreement shall be determined by the Assessors of each respective Affected Tax Jurisdiction. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, and if the Company shall have given written notice of such dissatisfaction to the appropriate Assessor and the Agency within thirty (30) days of receipt by the Company of written notice of the initial establishment of such Additional Assessed Value, or of a change in such Additional Assessed Value, then the Company shall be entitled to protest before, and to be heard by, the appropriate Assessor and the Agency. If the Agency, the Company and any Assessor shall fail to reach agreement as to the proper Additional Assessed Value of the Additional Facilities for purposes of determining payments in lieu of taxes due under this Payment in Lieu of Tax Agreement, then such Assessor, the Company and the Agency shall each select one arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall be a qualified real estate appraiser, experienced in valuation for the purposes of tax assessment in the general area of the Project Facility, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Additional Assessed Value of the Additional Facilities has been properly established by the Assessor. It is understood that the arbitrators are empowered to confirm the Additional Assessed Value or to determine a lower Additional Assessed Value. Any payments in lieu of taxes due upon such Additional Facilities pursuant to Section 2.02(D) hereof may not be withheld by the Company pending determination of the Additional Assessed Value by the arbitrators.

(F) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Affected Tax Jurisdiction a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof. The Agency shall submit to the Company periodic statements specifying the amount and due date of the payments due hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are billed by the Towns and the County.

(G) Due Date of PILOT Payments. The Company agrees to pay PILOT Payments to the Agency for the benefit of the Affected Tax Jurisdictions on or before January 31st of each year in accordance with Schedule A hereto.

(H) Method of Payment. All payments by the Company hereunder shall be paid to the Agency in lawful money of the United States of America. The Agency shall in turn distribute the amounts so paid to the various Affected Tax Jurisdictions entitled to same.

SECTION 2.03. CREDIT FOR TAXES PAID. (A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Affected Tax Jurisdiction any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make PILOT Payments attributed to such fiscal tax year to such Affected Tax Jurisdiction hereunder shall be reduced by the amounts which the Company shall have so paid to such Affected Tax Jurisdiction in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any PILOT Payment due to the Agency for the benefit of any other Affected Tax Jurisdiction. To the extent the amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature paid by the Company are greater than the allocated share(s) of the next annual PILOT Payments under this Payment in Lieu of Tax Agreement, the amount of the credit insufficiency shall be carried forward and applied to the allocated share(s) of the next annual and future PILOT Payments.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular PILOT Payment due hereunder, the Company shall give the governing body of the involved Affected Tax Jurisdiction and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least fifteen (15) days prior to the date on which such PILOT Payment is due pursuant to the provisions of Section 2.02(E) hereof. In the event that the governing body of the appropriate Affected Tax Jurisdiction desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(B) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any PILOT Payment due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said PILOT Payment pursuant to the provisions of this Section 2.03) until the decision of

the arbitrators is rendered. After the decision of the arbitrators is rendered, the PILOT Payment with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS. (A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency for the benefit of the Affected Tax Jurisdictions until such payment in default shall have been made in full, and the Company shall pay the same to the Agency for the benefit of the Affected Tax Jurisdictions together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

ARTICLE III

LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Montgomery County, New York, and neither the State of New York nor Montgomery County, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

(D) The obligations and agreements of the Company contained herein and in the other Basic Documents and any other instrument or document executed in connection herewith or therewith, 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, officer, agent, servant or employee of the Company in his individual capacity, and the members, officers, agents, servants and employees 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.

ARTICLE IV

EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of thirty (30) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of sixty (60) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such sixty (60) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said sixty (60) day period and thereafter diligently and expeditiously proceeds to cure the same, such sixty (60) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty (30) day period and the Company shall have commenced action to cure the incorrectness within said thirty (30) day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Affected Tax Jurisdiction, then with respect to such Event of Default such Affected Tax Jurisdiction) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

(D) No Acceleration. Upon the occurrence and during the continuation of an Event of Default hereunder, the Agency shall not have the right to accelerate future PILOT Payments under this Payment in Lieu of Tax Agreement not yet due and payable as of the date of such exercise of remedies.

SECTION 4.03. PAYMENT OF ATTORNEYS' FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable and documented fees and disbursements of such attorneys and all other reasonable and documented expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Affected Tax Jurisdiction is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. (A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) December 31st of the calendar year in which the last PILOT Payment pursuant to this Payment in Lieu of Tax Agreement is due or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Article X or Article XI of the Lease Agreement.

(B) Extended Term. In the event that (1) the Agency's interest in the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Affected Tax Jurisdictions, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Agency in amounts equal to those amounts which would be due from the Company to the respective Affected Tax Jurisdictions if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Affected Tax Jurisdictions having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Affected Tax Jurisdiction. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Affected Tax Jurisdiction under Article II hereof shall be sufficiently given and shall be deemed given when given by the Affected

Tax Jurisdiction in the same manner in which similar notices are given to owners of taxable properties by such Affected Tax Jurisdiction.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Mohawk Solar LLC
1125 NW Couch Street
Portland, Oregon 97209
Attention: Director, Non-Income Tax

WITH A COPY TO:

Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Matthew S. Moses, Esq.

IF TO THE AGENCY:

Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: A. Joseph Scott, III, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Affected Tax Jurisdiction shall also be given to the chief executive officer of such Affected Tax Jurisdiction.

(E) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Affected Tax Jurisdictions.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in Lieu

of Tax Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5.10. ASSIGNMENT. This Payment in Lieu of Tax Agreement shall be assigned by the Company in connection with any assignment permitted under the Lease Agreement.

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

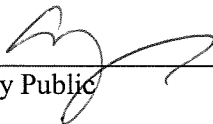
LEGAL
JN

BY: _____
Authorized Representative

BY: _____
Authorized Representative

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

On the 12th day of December, in the year 2019, before me, the undersigned, personally appeared MATTHEW BECK, 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.

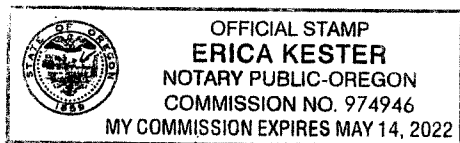


Notary Public

A. Joseph Scott, III
Notary Public, State of New York
Qualified in Albany County
No. 02SC4811591
Commission Expires December 31, 2022

STATE OF OREGON)
)ss:
COUNTY OF MULTNOMAH)

On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared STEVE KRUMP, 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.



Gina Carter
Notary Public

[illegible]

On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared JESSE GRONNER, 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.



Trica Foster
Notary Public

EXHIBIT A

DESCRIPTION OF THE LAND

(Borchert). Easement Agreement between Timothy Borchert and Cynthia Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.2, dated June 8, 2018 and recorded in the Montgomery County Clerk's Office on August 29, 2018 as Instrument No. 2018-79694.

(Borchert). Lease Agreement between Tim Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.12 and 77.-2-13, recorded on March 22, 2018 as Instrument No. 2018-77211, as amended by that Confirmation, Amendment, Affirmation, Adoption, Ratification and Continuation of Solar Energy Lease Agreement dated July 9, 2019 and recorded in the Montgomery County Clerk's Office on September 3, 2019 as Instrument No. 2019-84849.

(Borchert). Setback and Easement Agreement between Timothy A. Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.2, dated August 6, 2019 and recorded in the Montgomery County Clerk's Office on September 3, 2019 as Instrument No. 2019-84850.

(Chase). Easement Agreement between Leslie R. Chase, Jr. and Cynthia A. Chase and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-23, dated June 12, 2018 and recorded in the Montgomery County Clerk's Office on August 29, 2018 as Instrument No. 2018-79693.

(Dean). Setback and Easement Agreement between Michael T. Dean and Suzanne M. Dean and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.12, dated November 15, 2019 and recorded in the Montgomery County Clerk's Office on November 22, 2019 as Instrument No. 2019-85893.

(Dennis). Lease Agreement between Malvin K. Dennis and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-12.1, dated August 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77213.

(Heiser). Easement Agreement between Scott Ralph Heiser and Deborah Lee Heiser and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-1.2, dated May 24, 2019 and recorded in the Montgomery County Clerk's Office on August 5, 2019 as Instrument No. 2019-84470.

(Heiser). Lease Agreement between Jason Heiser and Linda C. Heiser and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 61.-2-24, 77.-2-3.2, 77.-2-16.2, 77.-2-16.12, 78.-1-1.1, 78.-1-39, and 78.-1-41 dated June 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77212.

(Fisher). Easement Agreement between Aaron K. Fisher and Miriam E. Fisher and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-15.1, 93.-1-15.2, and 78.-1-57, dated September 13, 2017 and recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018- 78482, as amended by a First Amendment dated

June 4, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument Number 2019-83686.

(Izzo). Lease Agreement between Giovanni L. Izzo and Linda M. Izzo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-1, dated November 21, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77209.

(Mifsud). Lease Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78484.

(Mifsud). Easement Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated September 28, 2019 and recorded in the Montgomery County Clerk's Office on October 18, 2019 as Instrument Number 2019-85452.

(Moore). Easement Agreement between David V. Moore and Julie A. Moore and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-26.4, dated May 24, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument No. 2019-83687.

(Moyer). Setback and Easement Agreement between James R. Moyer and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-30 and 78.-1-29, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82893.

(Sarullo). Setback and Easement Agreement between Joseph W. Sarullo and Martha M. Sarullo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-8, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82894.

(Stoltzfus). Lease Agreement between Moses B. Stoltzfus and Rachel S. Stoltzfus and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 77.-2-1 and 61.-1-24.3, dated August 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77210.

(Shults). Lease Agreement between David Shults and Lori Ann Shults and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-3.1, 78.-1-6.2, and 78.-1-8, dated July 14, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77214.

(Stone). Lease Agreement between Clifford J. Stone and Joan E. Stone and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-21 dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78483.

(Timerman). Lease Agreement between Mark Timerman and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-3, dated January 18,

2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on July 19, 2018 as Instrument No. 2018-78983.

(Wengerd). Lease Agreement between Ezra S. Wengerd and Annie F. Wengerd and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-6.1, dated June 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78481.

(Zook). Lease Agreement between Levi Zook and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-11.1 and 77.-2-11.2, dated January 3, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on February 5, 2019 as Instrument No. 2019-81980.

EXHIBIT B

RESOLUTIONS OF AFFECTED TAX JURISDICTIONS
APPROVING THE PAYMENT IN LIEU OF TAX AGREEMENT

See attached.

**RESOLUTION NO. 247 of 2018****DATED: November 27, 2018**

RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND MOHAWK SOLAR LLC IN CONNECTION WITH THE MOHAWK SOLAR LLC PROJECT (ECONOMIC DEVELOPMENT AND PLANNING)

Resolution by Legislator: Kelly**Seconded by: Sweet**

WHEREAS, in May, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Montgomery County Industrial Development Agency (the "Agency"), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that Montgomery County, New York (the "County"), as an affected tax jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Legislature of Montgomery County, New York as follows:

Section 1. For the purpose of satisfying the requirements contained in Section 858(15) of the GML, the Legislature of the County (the "Legislature") hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The Chairman of the Legislature (the "Chairman") is hereby authorized, on behalf of the County, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the Chairman shall approve, the execution thereof by the Chairman to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the County are hereby authorized and directed for and in the name and on behalf of the County to do all acts and things required or provided for by the applicable provisions of the GML in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

RESOLUTION VOTE, passed with Aye(8). Legislator Duchessi was absent. (11/27/2018)

Schedule A

Statement of Legislative and Financial Impact:

I. Nature of Request:

Resolution requests approval for a PILOT Agreement for the Mohawk Solar LLC. Project in the Town's of Canajoharie and Minden.

II. Justification:

The County Industrial Development Agency is requesting approval resolutions from all five affected taxing jurisdictions (Town's of Canajoharie and Canajoharie, Montgomery County, Canajoharie and Fort Plain Central School Disctrics) before proceeding with action on the PILOT Agreement.

III. Legislative Impact:

Authorized pursuant to Article 2 of the Montgomery County Charter.

IV. Financial Impact:

Montgomery County would receive new tax revenues in the form of PILOT payments from approval of the project by the County Industrial Development Agency.

cc: County Clerk
County Treasurer

STATE OF NEW YORK County of Montgomery ss.:

Voting Record

Kelly	(R) Yes
Sweet	(R) Yes
Dimond	(D) Yes
Headwell, Jr.	(R) Yes
Wilson	(R) Yes
Duchessi	(D) Absent
Pepe	(R) Yes

This is to certify that I, the Undersigned, Clerk Of The Montgomery County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in the office, and which was passed by the Montgomery County Legislature on the 27th day of November, 2018, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have set my hand and the official seal of the Montgomery County Legislature this 11th day of December, 2018

Totals: Aye: 8

Isabel	(D) Yes	Nay:	0
Purtell	(D) Yes	Abstained:	0
		Absent:	1

County Executive took no action on this resolution.
This resolution was enacted on 12/9/2018

11/15/2018

**APPROVING RESOLUTION #14 of 2018
PILOT AGREEMENT – MOHAWK SOLAR LLC PROJECT**

A regular meeting of the Town Board (the "Town Board") of the Town of Canajoharie, Montgomery County, New York (the "Town") was duly convened at 7:30 p.m., local time, at 12 Mitchell Street, Canajoharie, Montgomery County, New York on November 8, 2018.

The meeting was called to order by Town Supervisor Peter Vroman, and upon roll being called, the following members of the Board were:

PRESENT:

Peter Vroman	Supervisor
John Peruzzi	Councilperson
John Toomey, Jr.	Councilperson
William Armitstead	Councilperson
Rodney Young	Councilperson

ABSENT:

The following persons were ALSO PRESENT:

[] Joe Green

[]
[]

The following resolution was offered by Councilman William Armitstead and seconded by Councilman John Toomey, Jr.

**RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.**

WHEREAS, in May, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Montgomery County Industrial Development Agency (the "Agency"), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of

certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that the Town, as an affected taxing jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Town Board as follows:

Section 1. The Town Board hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The Supervisor of the Town (the "Town Supervisor") is hereby authorized, on behalf of the Town, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the Town Supervisor shall approve, the execution thereof by the Town Supervisor to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the Town are hereby authorized and directed for and in the name and on behalf of the Town to do all acts and things required or provided for by the applicable provisions of the Act in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Peter Vroman	VOTING	Abstain
John Peruzzi	VOTING	Aye
John Toomey, Jr.	VOTING	Aye
William Armistead	VOTING	Aye
Rodney Young	VOTING	Aye

The resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Town of Canajoharie, Montgomery County, New York (the "Town") and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board of the Town (the "Town Board") and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Town Board held on the 8th day of November, 2018 and entitled:

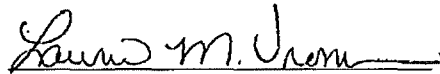
RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Town. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of the members of the Town Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 8th day of November, 2018.

(SEAL)



Laurie M. Vroman
Canajoharie Town Clerk

SCHEDULE A

PILOT AGREEMENT TERMS

- Fifteen (15) year term
- Annual PILOT payment of \$300,000 plus 2% escalator each year
- Annual PILOT payment divided pro rata among tax jurisdictions



Town of Minden

Municipal Building 134 State Highway 80, Fort Plain, NY 13339

Cheryl A. Reese
Supervisor
518-993-3966

Janet Trumbull
Town Clerk
518-993-3443

RESOLUTION 60 OF 2018
DATED: NOVEMBER 15, 2018
MINDEN, NEW YORK

RESOLUTION BY: S. Joan Eckler

SECOND BY: Karolann Grimm

RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND MOHAWK SOLAR LLC IN CONNECTION WITH THE MOHAWK SOLAR LLC PROJECT

WHEREAS, in May, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Montgomery County Industrial Development Agency (the "Agency"), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

Robert Harris
Sole Assessor
518-993-4844

Joseph J. Hanifin
Hwy. Superintendent
518-993-3351

Barry A. Vickers
Code Enforcement & Zoning Officer
518-993-3443

Town Court
518-993-3616

WHEREAS, the Agency desires that the Town, as an affected tax jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Town Board as follows:

Section 1. The Town Board hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.


Section 2. The Supervisor of the Town (the "Town Supervisor") is hereby authorized, on behalf of the Town, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the Town Supervisor shall approve, the execution thereof by the Town Supervisor to constitute conclusive evidence of such approval.

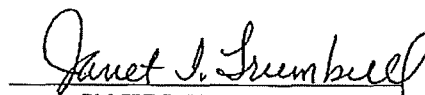
Section 3. The officers, employees and agents of the Town are hereby authorized and directed for and in the name and on behalf of the Town to do all acts and things required or provided for by the applicable provisions of the Act in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

Vote on resolution:

Supervisor	Cheryl A. Reese	Aye
Council member	S. Joan Eckler	Aye
Council member	Karolann Grimm	Aye
Council member	Stephen Heiser	Aye
Council member	Thomas Yager	Aye


SUPERVISOR


TOWN CLERK

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Town of Minden, Montgomery County, New York (the "Town") and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board of the Town (the "Town Board") and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Town Board held on the 15th day of November, 2018 and entitled:

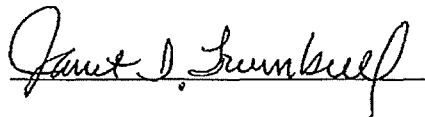
RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Town. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of the members of the Town Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 15th day of November, 2018.

(SEAL)



Town of Minden Town Clerk

SCHEDULE A

PILOT AGREEMENT TERMS

- Fifteen (15) year term
- Annual PILOT payment of \$300,000 plus 2% escalator each year
- Annual PILOT payment divided pro rata among tax jurisdictions

**APPROVING RESOLUTION
PILOT AGREEMENT – MOHAWK SOLAR LLC PROJECT**

A regular meeting of the Board of Education (the “Board of Education”) of the Canajoharie Central School District, Montgomery County, New York (the “School District”) was duly convened at 7:00 p.m., local time, at Room 113 at Canajoharie High School, 136 Scholastic Way, Canajoharie, Montgomery County, New York on November 8, 2018.

The meeting was called to order by President, Mark Brody, and upon roll being called, the following members of the Board were:

PRESENT:

Mr. Mark Brody	President
Mr. Scott Ferguson	Vice-President
Ms. Cheryl Vroman	Member
Mr. Christopher Fatta	Member
Mrs. Jennifer Field	Member

The following resolution was offered by Mr. Ferguson and seconded by Ms. Vroman.

**RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.**

WHEREAS, in May, 2018, Mohawk Solar LLC (the “Company”) submitted an application (the “Application”) to the Montgomery County Industrial Development Agency (the “Agency”), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the “Land”), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the “PILOT Agreement”) by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that the School District, as an affected tax jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education as follows:

Section 1. The Board of Education hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The President of the Board of Education is hereby authorized, on behalf of the School District, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the President of the Board of Education shall approve, the execution thereof by the President of the Board of Education to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the School District are hereby authorized and directed for and in the name and on behalf of the School District to do all acts and things required or provided for by the applicable provisions of the Act in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Mark Brody	VOTING	YES
Scott Ferguson	VOTING	YES
Cheryl Vroman	VOTING	YES
Christopher Fatta	VOTING	YES
Jennifer Field	VOTING	YES

The resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Canajoharie Central School District, Montgomery County, New York (hereinafter called the "School District") and the custodian of the records of the School District, including the minutes of the proceedings of the Board of Education of the School District (the "Board of Education") and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Board of Education held on the 8th day of November, 2018 and entitled:

RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the School District. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of trustees of the Board of Education was present throughout said meeting, and a legally sufficient number of trustees voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the School District and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 8th day of November, 2018.

(SEAL)




School District Clerk

SCHEDULE A

PILOT AGREEMENT TERMS

- Fifteen (15) year term
- Annual PILOT payment of \$300,000 plus 2% escalator each year
- Annual PILOT payment divided pro rata among tax jurisdictions

10/19/2018

**APPROVING RESOLUTION
PILOT AGREEMENT – MOHAWK SOLAR LLC PROJECT**

A regular meeting of the Board of Education (the "Board of Education") of the Fort Plain Central School District, Montgomery County, New York (the "School District") was duly convened at 7:00 p.m., local time, at 25 High Street in Fort Plain, Montgomery County, New York on November 14, 2018.

The meeting was called to order by President Ronald Kardash, and upon roll being called, the following members of the Board were:

PRESENT:

Ronald Kardash	President
Jeffrey Jones	First Vice President
Joseph Bartholomew	Second Vice President
Mary Beth Hudyncia	Member
Todd McFee	Member
Kimberly Keane	Member

ABSENT: David Przestrzelski Member

The following persons were ALSO PRESENT:

Dr. David Ziskin, Superintendent; Dr. Deborah Larrabee, Jr. Sr. High School Principal; Mrs. Lauren Crisman, Elementary Principal; Mrs. Katrina Canallatos, Director of Special Education; Mrs. Rebecca J. Smith, Secretary to the Superintendent/District Clerk; Jessica Sanders, Director of Human Resources; and Mrs. Philene Hudson, Director of Finance.

The following resolution was offered by Joseph Bartholomew and seconded by Todd McFee.

**RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.**

WHEREAS, in May, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Montgomery County Industrial Development Agency (the "Agency"), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes,

and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that the School District, as an affected tax jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education as follows:

Section 1. The Board of Education hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The President of the Board of Education is hereby authorized, on behalf of the School District, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the President of the Board of Education shall approve, the execution thereof by the President of the Board of Education to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the School District are hereby authorized and directed for and in the name and on behalf of the School District to do all acts and things required or provided for by the applicable provisions of the Act in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Ronald Kardash	VOTING	YES
Jeffrey Jones	VOTING	YES
Joseph Bartholomew	VOTING	YES
Mary Beth Hudyncia	VOTING	YES
Todd McFee	VOTING	YES
Kimberly Keane	VOTING	YES
David Przestrzelski	VOTING	ABSENT

The resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Fort Plain Central School District, Montgomery County, New York (hereinafter called the "School District") and the custodian of the records of the School District, including the minutes of the proceedings of the Board of Education of the School District (the "Board of Education") and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Board of Education held on the 14th day of November, 2018 and entitled:

RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the School District. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of trustees of the Board of Education was present throughout said meeting, and a legally sufficient number of trustees voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the School District and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 15th day of November, 2018.

(SEAL)


School District Clerk

SCHEDULE A

PILOT AGREEMENT TERMS

- Fifteen (15) year term
- Annual PILOT payment of \$300,000 plus 2% escalator each year
- Annual PILOT payment divided pro rata among tax jurisdictions

EXHIBIT C

FORM OF INSTALLED CAPACITY CERTIFICATION

[Date]

Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068
Attention: Chairman

Re: Mohawk Solar Project Installed Capacity Certification.

Mohawk Solar LLC hereby certifies that as of the above date the Mohawk Solar solar-powered electric generating facility (the "Project Facility") has an installed nameplate electric generating capacity ("Installed Capacity"), measured in megawatts of alternating current ("MW"), within each involved Affected Tax Jurisdiction group as follows:

Affected Tax Jurisdiction Group	Installed Capacity (MW)
Town of Minden / Fort Plain Central School District / Montgomery County	
Town of Canajoharie / Fort Plain Central School District / Montgomery County	
Town of Canajoharie / Canajoharie Central School District / Montgomery County	

MOHAWK SOLAR LLC

By: _____
Name:
Title:

SCHEDULE A

PILOT PAYMENTS SCHEDULE

A. Prior to completion of the Project. Beginning on the effective date of this PILOT Agreement and ending on the calendar year during which the earlier of the following occurs: (a) receipt by the Company of the Certificate of Occupancy (as defined in the Lease Agreement) or (b) the commencement of commercial operations at the Project Facility, the amount of PILOT Payments payable by the Company pursuant to this PILOT Agreement shall be calculated annually by the Town Assessor for each Affected Tax Jurisdiction as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Normal Tax") which would be payable to each Affected Tax Jurisdiction if the Land was owned by the Company and not the Agency by multiplying (a) the assessed value of the Land determined pursuant to Subsection (A)(2) of this Schedule A, by (b) the tax rate or rates of such Affected Tax Jurisdiction that would be applicable to the Land if the Land was owned by the Company and not the Agency.

(2) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Land shall be assessed as exempt on the assessment roll of any Affected Tax Jurisdiction, the amount payable by the Company to the Agency on behalf of each Affected Tax Jurisdiction as a payment in lieu of property tax pursuant to this PILOT Agreement with respect to the Land shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Affected Tax Jurisdiction with respect to the Land for such tax year.

B. After the completion of the Project.

In the first calendar year following the first taxable status date occurring after the earlier to occur of (a) receipt by the Company of the Certificate of Occupancy and (b) the commencement of commercial operations at the Project Facility, the Company will make PILOT Payments to the Agency for the benefit of the Affected Tax Jurisdictions with respect to the Project Facility for a fifteen (15) year period in accordance with the following illustrative table:

[table appears on the following page]

<u>PILOT Payments</u> ¹					
<u>Payment Year</u>	<u>Assessment Roll Year</u>	<u>Fiscal Year of School Districts</u>	<u>Fiscal Year of Towns and County</u>	<u>Payment Due Date</u>	<u>PILOT Payments</u>
1	2022	2022-2023	2023	January 31, 2023	\$300,000
2	2023	2023-2024	2024	January 31, 2024	\$306,000
3	2024	2024-2025	2025	January 31, 2025	\$312,120
4	2025	2025-2026	2026	January 31, 2026	\$318,362
5	2026	2026-2027	2027	January 31, 2027	\$324,730
6	2027	2027-2028	2028	January 31, 2028	\$331,224
7	2028	2028-2029	2029	January 31, 2029	\$337,849
8	2029	2029-2030	2030	January 31, 2030	\$344,606
9	2030	2030-2031	2031	January 31, 2031	\$351,498
10	2031	2031-2032	2032	January 31, 2032	\$358,528
11	2032	2032-2033	2033	January 31, 2033	\$365,698
12	2033	2033-2034	2034	January 31, 2034	\$373,012
13	2034	2034-2035	2035	January 31, 2035	\$380,473
14	2035	2035-2036	2036	January 31, 2036	\$388,082
15	2036	2036-2037	2037	January 31, 2037	\$395,844

C. First PILOT Payment.

Notwithstanding the foregoing, and subject to the Company having obtained an Article 10 certificate from the New York State Board on Electric Generation Siting and the Environment relating to the Project Facility (which has not been heretofore obtained but which the Company is pursuing), in no event shall the first PILOT Payment be made by the Company later than January 31, 2023.

¹ The dates of the PILOT Payments set forth in the table above are based on an anticipated Completion Date occurring in November, 2021. Actual dates of PILOT Payments may change based on date of receipt of Certificate of Occupancy by Company or commencement of commercial operations at the Project Facility.

CLOSING ITEM NO.: A-8

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

MOHAWK SOLAR LLC

UNIFORM AGENCY PROJECT AGREEMENT

DATED AS OF DECEMBER 1, 2019

RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE
AGENCY WITH RESPECT TO A CERTAIN PROJECT LOCATED IN
THE TOWN OF CANAJOHARIE, MONTGOMERY COUNTY, NEW
YORK AND THE TOWN OF MINDEN, MONTGOMERY COUNTY,
NEW YORK.

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and is for convenience of reference only.)

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UNIFORM AGENCY PROJECT AGREEMENT

THIS UNIFORM AGENCY PROJECT AGREEMENT dated as of December 1, 2019 (the “Uniform Agency Project Agreement”) by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 9 Park Street, Fonda, New York (the “Agency”) and MOHAWK SOLAR LLC, a limited liability company duly organized and validly existing under the laws of the State of New York having an office for the transaction of business located at 1125 NW Couch Street, Portland, Oregon (the “Company”);

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of New York (the “Enabling Act”) was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the “State”) and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of 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 purposes, in order to advance the job opportunities, health, general prosperity and 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, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 666 of the Laws of 1970 of the State, as amended, constituting Section 859-d of said General Municipal Law (collectively, with the Enabling Act, the “Act”) and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in May, 2018, Mohawk Solar LLC (the “Company”), a limited liability company duly organized and validly existing under the laws of the State of New York, presented an application (the “Application”) to Montgomery County Industrial Development Agency (the “Agency”), a public benefit corporation duly established under Chapter 1030 of the 1969 Laws of New York, codified as Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 666 of the Laws of 1970 of the State of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”), which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project to include the following: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the “Land”), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related

facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on May 17, 2018 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notices of public hearings of the Agency (collectively, the “Public Hearings”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 10, 2018 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notices of the Public Hearings to be posted on (i) October 10, 2018 on a bulletin board located at 12 Mitchell Street in the Town of Canajoharie, Montgomery County, New York and (ii) October 11, 2018 on a bulletin board located at the Town Clerk’s Office in the Town of Minden, Montgomery County, New York, (C) caused notices of the Public Hearings to be posted on October 10, 2018 on the Agency’s website; (D) caused notices of the Public Hearings to be published on October 12, 2018 in (i) the Courier Standard Enterprise, a newspaper of general circulation available to the residents of the Town of Canajoharie, Montgomery County, New York and (ii) The Recorder, a newspaper of general circulation available to the residents of the Town of Minden, Montgomery County, New York, (D) conducted the Public Hearings on October 24, 2018 at 6:00 p.m., local time, at the Municipal Town Building, 134 Highway 80, Fort Plain, New York and at 7:30 p.m., local time, at 12 Mitchell Street, Canajoharie, New York, respectively, and (E) prepared reports of the Public Hearings (collectively, the “Hearing Reports”) fairly summarizing the views presented at such Public Hearings and caused copies of said Hearing Reports to be made available to the members of the Agency; and

WHEREAS, the Agency’s Uniform Tax Exemption Policy (the “Policy”) provides a standardized method for the determination of payments in lieu of taxes for a facility similar to the Project Facility. In connection with the Application, the Company made a request to the Agency that the Agency deviate from the Policy with respect to Project Facility. The Chief Executive Officer of the Agency caused a letter dated November 20, 2018 (the “PILOT Deviation Notice Letter”) to be mailed to the chief executive officers of the Town of Minden, New York, the Town of Canajoharie, New York, the Fort Plain Central School District, the Canajoharie Central School District and Montgomery County, through its elected County Legislature, informing said individuals that the Agency would consider a proposed deviation from the Policy with respect to a payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility and the reasons for said proposed deviation; and

WHEREAS, by resolution adopted by the members of the Agency on December 20, 2018 (the “PILOT Deviation Approval Resolution”), the members of the Agency determined to deviate from the Policy with respect to the Project; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on December 20, 2018 (the “SEQRA Resolution”), the Agency determined that as a result of the Company having submitted a preliminary scoping statement, among other materials, documents, status reports, and filing letters, to the New York State Board on Electric Generation Siting and the Environment with respect to the Project pursuant to Article 10 of the Public Service Law of the State of New York, as amended (“Article 10”), the Project is exempt from review under SEQRA pursuant to the provisions of Article 10 and therefore no SEQRA review is required; and

WHEREAS, by further resolution adopted by the members of the Agency on December 20, 2018 (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of December 1, 2019 (the “Lease Agreement”) between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the “Basic Documents”); and

WHEREAS, pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the “Closing”), (A) the Company will execute and deliver to the Agency (1) an underlying lease dated as of December 1, 2019 (the “Underlying Lease”), pursuant to which the Company will lease to the Agency its leasehold interest in the Leased Property (as defined therein), (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of December 1, 2019 (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility and (2) a certain recapture agreement (the “Section 875 GML Recapture Agreement”) by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company will execute and deliver the uniform agency project agreement dated as of December 1, 2019 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement, (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”); and

WHEREAS, (A) the Agency has established certain policies allowing denial of Financial Assistance to any project which does not deliver the public benefits promised at the time said project was approved by the Agency (the “Public Benefits”), (B) the Agency is unwilling to grant Financial Assistance to a project unless the beneficiary of such project agrees that the amount of Financial

Assistance to be received by such beneficiary with respect to such project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of such project in delivering the promised Public Benefits, and (C) the Agency has created this Uniform Agency Project Agreement in order to establish the conditions under which the Agency will be entitled to recapture some or all of the Financial Assistance that has been granted to the Company under the Basic Documents if the Project is unsuccessful in whole or in part in delivering the promised Public Benefits; and

WHEREAS, the Company desires to receive certain Financial Assistance from the Agency with respect to the Project, and accordingly is willing to enter into this Uniform Agency Project Agreement in order to secure such Financial Assistance from the Agency: and

WHEREAS, all things necessary to constitute this Uniform Agency Project Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Uniform Agency Project Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

ARTICLE I
DEFINITIONS

SECTION 1.01. DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Lease Agreement. The following words and terms used in this Uniform Agency Project Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent.

“Application” means the application submitted by the Company to the Agency in May, 2018 with respect to the Project, in which the Company (A) described the Project, (B) requested that the Agency grant certain Financial Assistance with respect to the Project, and (C) indicated the Public Benefits that would result from approval of the Project by the Agency.

“Basic Documents” shall have the meaning set forth in the Lease Agreement, and includes this Uniform Agency Project Agreement.

“Certificate of Occupancy” shall have the meaning set forth in the Lease Agreement.

“Completion Date” means the earlier to occur of (A) December 31, 2022 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

“Contract Employee” means (A) a full-time, private-sector employee (or self-employed individual) that is not on the Company’s payroll but who has worked for the Company at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee, or (B) 2 part-time, private-sector employees (or self-employed individuals) that are not on the Company’s payroll but who have worked for the Company at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee.

“Conveyance Documents” shall have the meaning set forth in the Lease Agreement.

“Equipment” shall have the meaning set forth in the Lease Agreement.

“Facility” shall have the meaning set forth in the Lease Agreement.

“Financial Assistance” means exemptions from certain sales and use taxes, real property taxes and real property transfer taxes as more particularly described in the Basic Documents.

“Full Time Equivalent Employee” means (A) a full-time, permanent, private-sector employee on the Company’s payroll, who has worked at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (B) two or more part-time, permanent, private-sector employees on Company’s payroll, who have worked at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (C) a Contract Employee.

“Land” means approximately 1,000 acres of land located in the Town of Minden, Montgomery County, New York and in the Town of Canajoharie, Montgomery County, New York.

“Lease Agreement” means the lease agreement dated as of December 1, 2019, by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

“Payment in Lieu of Tax Agreement” means the payment in lieu of tax agreement dated as of December 1, 2019, by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

“PILOT Payments” means payments in lieu of taxes with respect to the Project Facility pursuant to the provisions of the Payment in Lieu of Tax Agreement.

“Project” shall have the meaning set forth in the Lease Agreement.

“Project Facility” shall have the meaning set forth in the Lease Agreement.

“Project Financial Assistance” shall have the meaning set forth in Section 4.03(A) of this Uniform Agency Project Agreement.

“Recapture Events” shall mean, subject to the notice and cure rights set forth in Section 4.01(A)(1) hereof, the following:

- (1) failure to complete the acquisition, remediation, construction and installation of the Project Facility;
- (2) failure by the Company to meet eighty percent (80%) of the Employment Level requirements contained in Section 3.02(E) hereof, in the Application and in the Initial Employment Plan;
- (3) liquidation of substantially all of the Company’s operating assets and/or cessation of substantially all of the Company’s operations;
- (4) relocation of all or substantially all of Company’s operations at the Project Facility to another site;
- (5) the sale, lease or other disposition of all or substantially all of the Project Facility to an individual or entity that abandons the Project;
- (6) failure by the Company to comply with the annual reporting requirements or to provide the Agency with reasonably requested information;
- (7) sublease of all or part of the Project Facility in violation of Basic Documents;
- (8) a change in the use of the Project Facility, other than as a solar-powered electric generating facility; or

(9) failure by the Company to make an actual investment in the Project by the Completion Date equal to or exceeding 80% of the Total Project Costs as set forth in the Application.

“Recapture Period” means the approximately fifteen (15) year period expiring on the termination of the term of the Lease Agreement.

SECTION 1.2. INTERPRETATION. In this Uniform Agency Project Agreement, unless the context otherwise requires:

(A) the terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms as used in this Uniform Agency Project Agreement, refer to this Uniform Agency Project Agreement, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the date of this Uniform Agency Project Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) any headings preceding the texts of the several Articles and Sections of this Uniform Agency Project Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Uniform Agency Project Agreement nor affect its meaning, construction or effect; and

(E) any certificates, letters or opinions required to be given pursuant to this Uniform Agency Project Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Uniform Agency Project Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into this Uniform Agency Project Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 2.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is limited liability company duly organized and validly existing under the laws of the Delaware, is duly authorized to do business in the State of New York and has the power under the laws of the New York to enter into this Uniform Agency Project Agreement and to perform and carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement, and by proper action of its board of directors has been duly authorized to execute, deliver and perform this Uniform Agency Project Agreement.

(B) Authorization. The Company is authorized and has the power under its Articles of Organization, Operating Agreement and the laws of the New York to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by (and the execution, delivery

and performance of this Uniform Agency Project Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Uniform Agency Project Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization or operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Uniform Agency Project Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) 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 of the foregoing, and this Uniform Agency Project Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Uniform Agency Project Agreement by the Company or as a condition to the validity of this Uniform Agency Project Agreement.

ARTICLE III

COVENANTS AND AGREEMENTS

SECTION 3.01. FINANCIAL ASSISTANCE. (A) Financial Assistance. In the Application, the Company certified to the Agency employment information with respect to the Project Facility, and the operations of the Company. In reliance on the certifications provided by the Company in the Application, the Agency agrees to provide the Company with the following forms of Financial Assistance:

- | | |
|------------------------------------|------------------------|
| (1) sales and use tax exemptions: | \$979,200 (estimated)* |
| (2) a real property tax exemption: | \$307,500 (estimated)* |

*Represents the effective amount after payments in lieu of sales tax pursuant to the Lease Agreement and the applicability of otherwise available State exemptions are taken into account.

(B) Description of Project and Public Purpose of Granting Financial Assistance to the Project. In the Application and in the discussions had between the Company and the Agency with respect to the Company's request for Financial Assistance from the Agency with respect to the Project, the Company has represented to the Agency as follows:

(1) That the Project is described as follows: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

(2) That the Project will furnish the following benefits to the residents of Montgomery County, New York (the "Public Benefits"): see Exhibit A to the Approving Resolution.

(C) Payment in Lieu of Tax Agreement. A copy of the Payment in Lieu of Tax Agreement is attached hereto as Schedule C. The attached Payment in Lieu of Tax Agreement describes the dates the payments in lieu of taxes (the "PILOT Payments") are to be made and includes a table describing the amount of PILOT Payments to be made.

(D) Contingent Nature of the Financial Assistance. Notwithstanding the provisions of Section 3.01(A) of this Uniform Agency Project Agreement, the Agency and the Company agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be

contingent upon, and shall bear a direct relationship to, the success or lack of success of the Project in delivering the promised Public Benefits.

SECTION 3.02. COMPANY AGREEMENTS. The Company hereby agrees as follows:

(A) Filing – Closing Date. To file with the Agency, prior to the Closing Date, an employment plan, in substantially the form attached as Exhibit E to the Lease Agreement.

(B) Filing – Annual. To file with the Agency, on an annual basis, reports regarding the number of people employed at the Project Facility and certain other matters, including as required under Applicable Law, the initial said annual employment report to be in substantially the form annexed as Exhibit F to the Lease Agreement.

(C) Employment Listing. To list new employment opportunities created as a result of the Project with the following entities (hereinafter, the “JTPA Entities”): (1) the New York State Department of Labor Community Services Division and (2) the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)).

(D) Employment Consideration. Except as otherwise provided by collective bargaining agreement, the Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

(E) Employment Level. To maintain, as described in the Application, the following employment level (the “Employment Level”) during the term of the Uniform Agency Project Agreement, beginning no later than one (1) year after the Completion Date, as illustrated in the table below if the Completion Date occurs in 2021:

Year	Total Employees
2019	-0-
2020	-0-
2021	-0-
2022 and thereafter	5 Full-Time Equivalent Employees

(2) (a) To verify that the Employment Level is being achieved at the Project Facility and the information contained in the Annual Status Report, the Company is required to submit, or cause to be submitted, within sixty (60) days after the end of each calendar year: a form NYS-45 as of the last payroll date in the month of December (the “Quarterly Report,” a copy of which is attached hereto as Schedule A and, together with the Annual Status Report described in Section 3.02(B) above, being collectively referred to as the “Employment Affidavits”) or some other form that is explicitly approved by the Agency. Full Time Equivalent Employees for each calendar year during the term of this Uniform Agency Project Agreement shall be the number reported in the Employment Affidavits delivered by the Company pursuant to Section 3.02(B) and this Section 3.02(E)(2).

(b) In the event that some or all of the Full-Time Equivalent Employees employed at the Project Facility constitute Contract Employees, it shall be the responsibility of the Company to deliver, or cause to be delivered, the Quarterly Reports (or such other form of report that is approved by the Agency) of the employers relating to such Contract Employees. The Company hereby agrees to provide such Quarterly Reports in accordance with the terms contained in Section 3.02(E)(2)(a) above.

(F) Non-Discrimination. (1) At all times during the term of this Project Benefit Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. The Company shall use its best efforts to ensure that employees and applicants for employment with the Company or any subtenant of the Project Facility are treated without regard to their race, color, creed, age, sex or national origin. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

(2) The Company agrees that, in all solicitations or advertisements for employees placed by or on behalf of the Company during the term of this Project Benefit Agreement, the Company will state in substance that all qualified applicants will be considered for employment without regard to race, color, creed or national origin, age or sex.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

SECTION 4.01. EVENTS OF DEFAULT DEFINED. (A) The following shall be “Events of Default” under this Uniform Agency Project Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Uniform Agency Project Agreement, any one or more of the following events:

(1) A default in the performance or observance of any of the covenants, conditions or agreements on the part of the Company in this Uniform Agency Project Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.

(2) The occurrence of an “Event of Default” under any other Basic Document.

(3) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been false at the time it was made.

SECTION 4.02. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable (without acceleration), (a) all amounts due and payable at the time of such notice pursuant to Section 5.3 of the Lease Agreement, and (b) all other payments due and payable (without acceleration) at the time of such notice under this Uniform Agency Project Agreement or any of the other Basic Documents; or

(2) terminate the Lease Agreement and the Payment in Lieu of Tax Agreement and convey to the Company all the Agency’s right, title and interest in and to the Project Facility (The conveyance of the Agency’s right, title and interest in and to the Project Facility shall be effected by the delivery by the Agency of the Termination of Underlying Lease. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfers; or

(3) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Company under this Uniform Agency Project Agreement.

(B) No action taken pursuant to this Section 4.02 (including repossession of the Project Facility) shall relieve the Company from its obligations to make any payments required by this Uniform Agency Project Agreement and the other Basic Documents.

SECTION 4.03. RECAPTURE OF FINANCIAL ASSISTANCE. (A) General. Upon the occurrence of a Recapture Event that occurs during the Recapture Period, the Agency may require the Company to provide for the recapture of the project financial assistance (the “Project Financial Assistance”), all in

accordance with the terms of this Section 4.03. The Company hereby agrees, if requested by the Agency, to pay to the Agency the recapture of the Project Financial Assistance, as provided in this Section 4.03.

(B) Project Financial Assistance to be Recaptured. The Project Financial Assistance to be recaptured by the Agency upon the occurrence of a Recapture Event during a Recapture Period shall be an amount equal to the sum of the following:

(1) the portion of the amount of New York State sales and use taxes allocable to Montgomery County that the Company would have paid in connection with the undertaking of the Project if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency; and

(2) the difference between the amount of the payment in lieu of tax payments paid by the Company under the Payment in Lieu of Tax Agreement and the amount of the general real property ad valorem taxes that would have been payable by the Company to the Taxing Entities if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency.

(C) Amount of Project Financial Assistance to be Recaptured. Upon the occurrence of a Recapture Event, the Company shall pay the following amounts as recapture:

Year	Amount of Recapture
Preliminary Years ¹	100% of the Project Financial Assistance
1 ²	94% of the Project Financial Assistance
2	88% of the Project Financial Assistance
3	82% of the Project Financial Assistance
4	76% of the Project Financial Assistance
5	70% of the Project Financial Assistance
6	64% of the Project Financial Assistance
7	58% of the Project Financial Assistance
8	52% of the Project Financial Assistance
9	46% of the Project Financial Assistance
10	40% of the Project Financial Assistance
11	34% of the Project Financial Assistance
12	28% of the Project Financial Assistance
13	22% of the Project Financial Assistance
14	16% of the Project Financial Assistance
15	10% of the Project Financial Assistance

¹ Corresponding to years occurring prior to or during which the earlier of the following occurs: (a) receipt by the Company of the Certificate of Occupancy or (b) the commencement of commercial operations at the Project Facility.

² Corresponding to the first calendar year following the earlier to occur of: (a) receipt by the Company of the Certificate of Occupancy and (b) the commencement of commercial operations at the Project Facility.

Notwithstanding the foregoing, if the Company is unable to obtain an Article 10 certificate from the New York State Board on Electric Generation Siting and the Environment relating to the Project Facility (which has not been heretofore obtained but which the Company is pursuing) prior to January 1, 2023, then the Company shall not be required to pay recapture amounts under this Uniform Agency Project Agreement.

(D) Redistribution of Project Financial Assistance to be Recaptured. Upon the receipt by the Agency of any amount of Project Financial Assistance pursuant to this Section 4.03, the Agency shall redistribute such amount within thirty (30) days of such receipt to the Taxing Entity that would have received such amount but for the granting by the Agency of the Project Financial Assistance.

(E) Survival of Obligations. The Company acknowledges that the obligations of the Company in this Section 4.03 shall survive the conveyance of the Project Facility to the Company and the termination of the Lease Agreement.

(F) Agency Review of Recapture Determination. The Agency's determination to recapture all or a portion of the Project Financial Assistance shall be made by the Agency after an evaluation of the criteria for recapture set forth in the Agency's "Policy Respecting Recapture of Project Benefits" as in effect as of the Closing Date (a copy of which policy is attached hereto as Schedule B). If the Agency determines that a Recapture Event has occurred, it shall give notice of such determination to the Company. The Company shall have thirty (30) days from the date the notice is deemed given to submit a written response to the Agency's determination and to request a written and/or oral presentation to the Agency why the proposed recapture amount should not be paid to the Agency. The Company may make its presentation at a meeting of the Agency. The Agency shall then vote on a resolution recommending (i) a termination of Financial Assistance, (ii) a recapture of Financial Assistance, (iii) both a termination and a recapture of Financial Assistance, (iv) a modification of Financial Assistance or (v) no action.

SECTION 4.04. LATE PAYMENTS. (A) One Month. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement within thirty days of the date that written notice of such payment is sent from the Agency to the Company at the address provided in Section 4.05 of this Uniform Agency Project Agreement, the Company shall pay the amount specified in such notice together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement when due and such delinquency shall continue beyond the thirty (30) days after such notice, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency until such payment in default shall have been made in full, and the Company shall pay the same to the Agency together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

SECTION 4.05. PAYMENT OF ATTORNEYS' FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Uniform Agency Project Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such

attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.06. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Uniform Agency Project Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of a Recapture Event or an Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Uniform Agency Project Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Uniform Agency Project Agreement.

(D) No Waiver. In the event any provision contained in this Uniform Agency Project Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Uniform Agency Project Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V
MISCELLANEOUS

SECTION 5.01. TERM. This Uniform Agency Project Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Uniform Agency Project Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Uniform Agency Project Agreement shall continue to remain in effect until the termination of the term of the Lease Agreement.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Uniform Agency Project Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Uniform Agency Project Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, property addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Mohawk Solar LLC
1125 NW Couch Street
Portland, Oregon 97209
Attention: Director, Non-Income Tax

WITH A COPY TO:

Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Matthew S. Moses, Esq.

IF TO THE AGENCY:

Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: A. Joseph Scott, III, Esq.

(C) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Uniform Agency Project Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Uniform Agency Project Agreement are intended to be for the benefit of the Agency.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Uniform Agency Project Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Uniform Agency Project Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Uniform Agency Project Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Uniform Agency Project Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

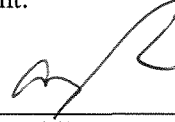
LEGAL
IN

BY: _____
Authorized Representative

BY: _____
Authorized Representative

STATE OF NEW YORK)
) ss.:
COUNTY OF MONTGOMERY)

On the 12th day of December, in the year 2019, before me, the undersigned, personally appeared MATTHEW BECK, 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.

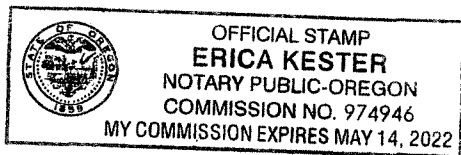


Notary Public

A. Joseph Scott, III
Notary Public, State of New York
Qualified in Albany County
No. 02SC4811591
Commission Expires December 31, 2022

STATE OF OREGON

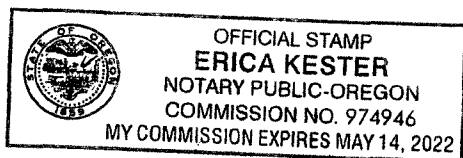
On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared STEVE KRUMP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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.



Griela Castro
Notary Public

STATE OF OREGON

On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared JESSE GRONNER, 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.



Guica Kester
Notary Public

SCHEDULE A
NYS-45 QUARTERLY REPORT

Withholding
Identification number

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Part D - Form NYS-1 corrections/additions

Use Part D **only** for corrections/additions for the quarter being reported in Part B of this return. To correct original withholding information reported on Form(s) NYS-1, complete columns a, b, c, and d. To report additional withholding information not previously submitted on Form(s) NYS-1, complete **only** columns c and d. Lines 12 through 15 on the front of this return **must reflect these corrections/additions**.

a Original last payroll date reported on Form NYS-1, line A (mmdd)	b Original total withheld reported on Form NYS-1, line 4	c Correct last payroll date (mmdd)	d Correct total withheld
▶ <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/>
▶ <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/>
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▶ <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/>
▶ <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/>
▶ <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/>

Part E - Change of business information

22. This line is not in use for this quarter.

23. If you **permanently ceased paying wages**, enter the date (mmddy) of the final payroll (see Note below)

24. If you **sold or transferred all or part of your business**:

- Mark an **X** to indicate whether in **whole** ☐ or in **part** ☐
- Enter the date of transfer (mmddy)

Complete the information below about the acquiring entity

Legal name	EIN
Address	

Note: For questions about other changes to your withholding tax account, call the Tax Department at 518-485-6654; for your unemployment insurance account, call the UI Employer Hotline at 1-888-899-8810. If you are using a paid preparer or a payroll service, the section below must be completed.

Paid preparer's use	Preparer's signature	Date	Preparer's NYTPRIN	Preparer's SSN or PTIN	NYTPRIN excl. code
	Preparer's firm name (or yours, if self-employed)	Address		Firm's EIN	Telephone number ()
Payroll service's name				Payroll service's EIN	<input type="text"/>

Checklist for mailing:

- File original return and keep a copy for your records.
- Complete lines 9 and 19 to ensure proper credit of payment.
- Enter your withholding ID number on your remittance.
- Make remittance payable to *NYS Employment Contributions and Taxes*.
- Enter your telephone number in boxes below your signature.
- See *Need help?* on Form NYS-45-I if you need forms or assistance.

Mail to:

NYS EMPLOYMENT
CONTRIBUTIONS AND TAXES
PO BOX 4119
BINGHAMTON NY 13902-4119

NYS-45 (1/19) (back)

SCHEDULE B

POLICY RESPECTING RECAPTURE OF PROJECT BENEFITS

SECTION 1. PURPOSE AND JUSTIFICATION. (A) The purpose of this Policy is to provide the uniform criteria to be utilized by Montgomery County Industrial Development Agency (the “Agency”) to evaluate and select projects from each category of eligible projects for which the Agency can provide financial assistance.

(B) The Agency was created pursuant to Section 895-d of Title 2 of Article 18-A of the General Municipal Law and Title 1 of Article 18-A the General Municipal Law (collectively, the “Act”) for the purpose of promoting employment opportunities for, and the general prosperity and economic welfare of, residents of Montgomery County, New York (the “County”) and the State of New York (the “State”). Under the Act, the Agency was created in order to advance the job opportunities, health, general prosperity, and economic welfare of the residents of the County and of the State.

(C) Chapter 563 of the Laws of 2015, effective June 15, 2016 (the “Reform Legislation”), requires each industrial development agency to adopt an assessment of all material information included in connection with an application for financial assistance, as necessary to afford a reasonable basis for the decision by an industrial development agency to provide financial assistance for a project.

SECTION 2. ELIGIBLE PROJECT CATEGORIES. The Agency may provide financial assistance to any “project,” as defined in Section 854 of the Act.

SECTION 3. UNIFORM CRITERIA. (A) The following general uniform criteria will apply to all categories of eligible projects: (1) extent to which a project will create or retain jobs; (2) estimated value of tax exemptions; (3) amount of private sector investment; (4) likelihood of project being accomplished in a timely fashion; (5) extent of new revenue provided to local taxing jurisdictions; (6) any additional public benefits; and (7) local labor construction jobs.

(B) The following additional criteria may apply to warehousing and research projects: (1) wage rates (above median for County); (2) in County purchases (% of purchases from local vendors); (3) supports local businesses or clusters; (4) retention or flight risk; and (5) provides capacity to meet County demand or shortage.

(C) The following additional criteria may apply to commercial projects: (1) regional wealth creation (% of sales/customers outside of the County); (2) located in a highly distressed census tract; (3) alignment with local planning and development efforts; (4) promotes walkable community areas; (5) elimination or reduction in blight; (6) proximity/support of regional tourism attractions/facilities; (7) local or County official support; (8) building or site has historic designation; and (9) provides brownfield remediation.

SECTION 4: REMOVAL OR ABANDONMENT. If the proposed project involves the removal or abandonment of a facility or plant within the state, the Agency will notify the chief executive officer or officers of the municipality or municipalities in which the facility or plant was located.

SECTION 5. EFFECTIVE DATE. This policy shall be effective with respect to any project undertaken by the Agency after the date of approval of this Policy.

SCHEDULE C

COPY OF PAYMENT IN LIEU OF TAX AGREEMENT

SEE TAB 6

SCHEDULE D
COPY OF APPLICATION
- SEE ATTACHED -



MONTGOMERY
COUNTY NY
BUSINESS DEVELOPMENT CENTER
Made of Something Stronger

To: Matthew Ossenfort, County Executive
Robert Headwell, Chairman of Legislature
Meghan Manion, County Attorney
Sandy Frasier, Director of Real Property
Shawn Bowerman, County Treasurer
Cheryl Reese, Town of Minden
Peter Vrooman, Town of Palatine

From: Kenneth F. Rose
CEO, Montgomery County Industrial Development Agency

Date: May 29, 2018

Re: IDA Application-Mohawk Solar LLC.

In accordance with Part 11, Section 1102 of the Montgomery County Industrial Development Agency's Policy Manual, I have attached an Application that was received from Mohawk Solar LLC. The applicant is requesting financial assistance from the IDA in connection with the the establishment of an estimated 90.5 megawatt solar powered electric generation facility. The project will result in a capital investment of approximately \$135 million. The project is estimated to create 5 full time jobs and up to 300 construction jobs.

The IDA began processing this application at its board meeting on Thursday, May 17th and final approval will not be granted until the applicant has complied with all State, federal and local permitting agencies and processes.

Should you have any questions, please do not hesitate to contact the Agency.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

APPLICATION

IMPORTANT NOTICE: The answers to the questions contained in this application are necessary to determine your firm's eligibility for financing and other assistance from the Montgomery County Industrial Development Agency. These answers will also be used in the preparation of papers in this transaction. Accordingly, all questions should be answered accurately and completely by an officer or other employee of your firm who is thoroughly familiar with the business and affairs of your firm and who is also thoroughly familiar with the proposed project. This application is subject to acceptance by the Agency.

TO: Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068
Attention: Chief Executive Officer

This application by applicant respectfully states:

APPLICANT: Mohawk Solar LLC, or its designee

APPLICANT'S STREET ADDRESS: 1125 NW Couch Street

CITY: Portland STATE: OR ZIP CODE: 97209

PHONE NO.: 503-796-7000 FAX NO.: N/A E-MAIL: mark.eilers@avangrid.com

NAME OF PERSON(S) AUTHORIZED TO SPEAK FOR APPLICANT WITH RESPECT TO THIS APPLICATION: Joseph Green (Community Energy Solar), Mark Eilers (Avangrid), Swartz Moses PLLC

IF APPLICANT IS REPRESENTED BY AN ATTORNEY, COMPLETE THE FOLLOWING:

NAME OF FIRM: Swartz Moses PLLC

NAME OF ATTORNEY: Peter H. Swartz

ATTORNEY'S STREET ADDRESS: 1583 East Genesee Street

CITY: Skaneateles STATE: NY ZIP CODE: 13152

PHONE NO.: 315-554-8166 FAX NO.: N/A E-MAIL: phs@swartzmoses.com

NOTE: PLEASE READ THE INSTRUCTIONS ON PAGE 2 HEREOF BEFORE FILLING OUT THIS FORM.

INSTRUCTIONS

1. The Agency will not approve any application unless, in the judgment of the Agency, said application and the summary contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Fill in all blanks, using "none" or "not applicable" or "N/A" where the question is not appropriate to the project which is the subject of this application (the "Project").
3. If an estimate is given as the answer to a question, put "(est)" after the figure or answer which is estimated.
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return two (2) copies of this application to the Agency at the address indicated on the first page of this application.
6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form concerning the Project which is the subject of this application.
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant's competitive position, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.
8. The applicant will be required to pay to the Agency all actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the Agency's bonds issued to finance the project). The applicant will also be expected to pay all costs incurred by general counsel and bond counsel/special counsel to the Agency. The costs incurred by the Agency, including the Agency's general counsel and bond counsel, may be considered as a part of the project and included as a part of the resultant bond issue.
9. The Agency has established an application fee of One Thousand Dollars (\$1,000) to cover the anticipated costs of the Agency in processing this application. A check or money order made payable to the Agency must accompany each application. THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION FEE.
10. The Agency has established a project fee for each project in which the Agency participates. UNLESS THE AGENCY AGREES IN WRITING TO THE CONTRARY, THIS PROJECT FEE IS REQUIRED TO BE PAID BY THE APPLICANT AT OR PRIOR TO THE GRANTING OF ANY FINANCIAL ASSISTANCE BY THE AGENCY. *The Applicant has discussed a fee of \$250,000 with the Agency. See attached Exhibit "E".*

FOR AGENCY USE ONLY

1. Project Number	
2. Date application Received by Agency	_____, 20____
3. Date application referred to attorney for review	_____, 20____
4. Date copy of application mailed to members and Elected Officials	_____, 20____
5. Preliminary Inducement Resolution (if Bond Project)	_____, 20____
6. Resolution Scheduling Public Hearing	_____, 20____
7. Hold Public Hearing	_____, 20____
8. Resolution Authorizing Mailing of PILOT Deviation Letter (if applicable)	_____, 20____
9. Post IDA Application and Construction Employment Agreement on Website	_____, 20____
10. Perform Inform Analytics Cost/Benefit Analysis present to Board	_____, 20____
11. Perform Written Evaluation Report and present to Board	_____, 20____
12. SEQR Resolution	_____, 20____
13. PILOT Deviation Resolution (if applicable)	_____, 20____
14. Approving Resolution	_____, 20____
15. Final Project Agreement Posted to Website	_____, 20____

AGENCY FEE SCHEDULE INFORMATION

1. APPLICATION FEE: \$1,000.00 (Non-refundable)

2. AGENCY FEE:

- (a) Bond Transactions: $\frac{3}{4}$ of 1% of bond amount
- (b) Sale Leaseback Transactions: $\frac{3}{4}$ of 1% of Total Project Cost
- (c) Rental Payments: The Company shall pay basic annual rental payments for the Project Facility in an amount equal to \$.0005 x the cost of the Agency Project on January 1 of each year during the term of the Lease Agreement.

3. AGENCY COUNSEL FEE:

- (a) Determine on a Project by Project Basis

SUMMARY OF PROJECT

Applicant: Mohawk Solar LLC

Contact Person: Mark Eilers

Phone Number: 612-804-9209

Occupant: Mohawk Solar LLC

Project Location: Towns of Canajoharie and Minden

Approximate Size of Project Site: Approximately 1,000 acres of non-contiguous, leased private land

Description of Project: See attached Exhibit "A"

Type of Project: ☐ Manufacturing ☐ Warehouse/Distribution
☐ Commercial ☐ Not-For-Profit
☒ Other-Specify Industrial – renewable energy production

Employment Impact: Existing Jobs
New Jobs – up to 5

Project Cost: \$ 135,000,000 (EST)

Type of Financing: ☐ Tax-Exempt ☐ Taxable ☒ Straight Lease

Amount of Bonds Requested: \$ N/A

Estimated Value of Tax-Exemptions:

N.Y.S. Sales and Compensating Use Tax:	\$ <u>*</u>
Mortgage Recording Taxes:	\$ <u>N/A</u>
Real Property Tax Exemptions:	\$ <u>**</u>
Other (please specify):	\$ <u>N/A</u>

* The Company requests an exemption from sales tax but shall indemnify Montgomery County for its portion of sales tax (estimated to be \$864,000). Therefore, the net value of the sales tax exemption is also estimated to be \$864,000.

** The Company strongly believes (and would argue in any assessment litigation) that a

significant majority of the cost of the Project relates to equipment that constitutes personal property and is not subject to real property taxation under New York law. Based on an independent appraisal, we anticipate a property tax burden of \$172,000 per year on the real property elements of the Project. However, the Company recognizes that the question of whether solar project equipment constitutes personal or real property is unsettled. Even if all the Project's equipment were deemed real property, a property tax burden on the Project of \$679,000 per year could be anticipated. For the purposes of this application, the assumed tax liability could reflect the mid-point of those two payment levels, or \$425,500 per year. Based on the proposed annual PILOT payment of \$300,000, the anticipated \$75,000 annual payment for the interconnection switchyard, and the estimated \$30,000 per year to be paid for change of use of the underlying land, the Project will pay \$405,000 per year in the aggregate to the Montgomery County IDA and local taxing bodies. The difference between the mid-point tax liability (\$425,500) and the projected payments (\$405,000) is \$20,500 per year. Multiplied by the requested 30-year PILOT life, the mid-point value of the Real Property Tax Exemption would be \$615,000. See attached Exhibit "E".

Provide estimates for the following:

Number of Full Time Employees at the Project Site before IDA Status:	<u>0</u>
Estimate of Jobs to be Created:	<u>5</u>
Estimate of Jobs to be Retained:	<u>N/A</u>
Average Estimated Annual Salary of Jobs to be Created:	<u>\$65,000</u>
Annualized Salary Range of Jobs to be Created:	<u>\$35,000-\$90,000</u>
Estimated Average Annual Salary of Jobs to be Retained:	<u>N/A</u>

I. INFORMATION CONCERNING THE PROPOSED OCCUPANT OF THE PROJECT (HEREINAFTER, THE "COMPANY").

A. Identity of Company:

1. Company Name: Mohawk Solar LLC

Present Address: 1125 NW Couch St, Portland, OR

Zip Code: 97209

Employer's ID No.: 47-4247745

2. If the Company differs from the Applicant, give details of relationship: N/A

3. Indicate type of business organization of Company:

a. N/A Corporation (If so, incorporated in what country? _____
 What State? _____ Date Incorporated? _____ Type of Corporation? _____
 Authorized to do business in New York? Yes ____; No ____).

b. N/A Partnership (if so, indicate type of partnership _____, Number of general partners _____, Number of limited partners ____).

c. X Limited liability company – Delaware LLC
Date created? 3/16/2015.

d. N/A Sole proprietorship

4. Is the Company a subsidiary or direct or indirect affiliate of any other organization(s)? If so, indicate name of related organization(s) and relationship:

Mohawk Solar LLC is wholly owned by Avangrid Renewables, LLC.

B. Management of Company:

1. List all owners, officers, members, directors and partners (complete all columns for each person):

NAME (First, Middle, Last) HOME ADDRESS	OFFICE HELD	OTHER PRINCIPAL BUSINESS
<u>Avangrid Renewables, LLC 1125 NW Couch St. Portland, OR 97209</u>	<u>Manager and sole member</u>	

2. Is the Company or management of the Company now a plaintiff or a defendant in any civil or criminal litigation? Yes ____; No X.

3. Has any person listed above ever been convicted of a criminal offense (other than a minor traffic violation)? Yes ____; No X.

4. Has any person listed above or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt? Yes ____; No X.
(If yes to any of the foregoing, furnish details in a separate attachment).

5. If the answer to any of questions 2 through 4 is yes, please, furnish details in a separate attachment.

C. Principal Owners of Company:

1. Principal owners of Company: Is Company publicly held? Yes ____; No X.
If yes, list exchanges where stock traded:

2. If no, list all stockholders having a 5% or more interest in the Company:

NAME	ADDRESS	PERCENTAGE OF HOLDING
<u>Avangrid Renewables, LLC</u>	<u>1125 NW Couch</u> <u>StPortland, OR 97209</u>	100%

D. Company's Principal Bank(s) of account:

JP Morgan

II. DATA REGARDING PROPOSED PROJECT

A. Summary: (Please provide a brief narrative description of the Project.)

See attached Exhibit "A"

B. Location of Proposed Project:

1. Street Address Various
2. City of N/A
3. Towns of Canajoharie and Minden
4. Village of N/A
5. County of Montgomery
6. School Districts Canajoharie Central School District
Fort Plain Central School District

C. Project Site:

1. Approximate size (in acres or square feet) of Project site: Approximately 1,000
acres

Is a map, survey, or sketch of the project site attached? Yes X; No _____. * See
attached
Exhibit "B"

2. Are there existing buildings on project site? Yes X; No _____.
a. If yes, indicate number and approximate size (in square feet) of each existing building:

* The Project will be located on leased land. The underlying land may have farm-related or residential structures that will not be impacted by the Project.

- b. Are existing buildings in operation? Yes ____; No _____. * See II.C.2.a.
If yes, describe present use of present buildings:
- c. Are existing buildings abandoned? Yes ____; No _____. About to be abandoned? Yes ____; No _____. If yes, describe: * See II.C.2.a.
- d. Attach photograph of present buildings. * See II.C.2.a.
3. Utilities serving project site:
Water-Municipal: No
Other (describe): On-site well for operations building.
Sewer-Municipal: No
Other (describe): On-site sewer for operations building.
Electric-Utility: Yes. National Grid.
Other (describe)
Heat-Utility: No.
Other (describe): On-site propane heat is anticipated.
4. Present legal owner of project site: * See attached Exhibit "C" for a list of leased properties and underlying landowners. Additional parcels may be needed to design the most efficient Project array and may be added subsequent to the date of this Application.
- a. If the Company owns project site, indicate date of purchase: _____, 20____; Purchase price: \$_____.
- b. If Company does not own the Project site, does Company have option signed with owner to purchase the Project site? Yes ____; No XX. If yes, indicate date option signed with owner: _____, 20____; and the date the option expires: _____, 20____.
- c. If the Company does not own the project site, is there a relationship legally or by common control between the Company and the present owners of the project site? Yes XX; No _____. If yes, describe: Company holds long-term lease and/or easement agreements with private landowners to secure access rights to the Project site.
5. a. Zoning District in which the project site is located: N/A
- b. Are there any variances or special permits affecting the site? Yes * ____; No _____. If yes, list below and attach copies of all such variances or special permits:
- * The Project is being permitted by the New York State Public Service Commission ("PSC") Board on Electric Generation Siting and the Environment ("Siting Board") pursuant to New York Public Service Law Article 10 ("Article 10").

D. Buildings:

1. Does part of the project consist of a new building or buildings? Yes XX ;
No _____. If yes, indicate number and size of new buildings: *Up to 5,000 sf*
2. Does part of the project consist of additions and/or renovations to the existing buildings? Yes ____; No X. If yes, indicate the buildings to be expanded or renovated, the size of any expansions and the nature of expansion and/or renovation:
3. Describe the principal uses to be made by the Company of the building or buildings to be acquired, constructed, or expanded: *Company will use the newly-constructed building as an operations and maintenance center for the project.*

E. Description of the Equipment:

1. Does a part of the Project consist of the acquisition or installation of machinery, equipment or other personal property (the "Equipment")? Yes X ; No ____.
If yes, describe the Equipment:

** See attached Exhibit "A".*

2. With respect to the Equipment to be acquired, will any of the Equipment be Equipment which has previously been used? Yes ____; No X. If yes, please provide detail:
3. Describe the principal uses to be made by the Company of the Equipment to be acquired or installed:

Solar-powered electric generating facility.

F. Project Use:

1. What are the principal products to be produced at the Project?

Clean, renewable electricity.

2. What are the principal activities to be conducted at the Project?

Passive capture of solar power for production of clean, renewable electricity.

3. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? Yes ____; No X. If yes, please provide detail:

4. If the answer to question 3 is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? ____% N/A

5. If the answer to question 3 is yes, and the answer to question 4 is more than 33.33%, indicate whether any of the following apply to the Project: N/A

- a. Will the Project be operated by a not-for-profit corporation? Yes____; No____. If yes, please explain:
- b. Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? Yes____; No____. If yes, please explain:
- c. Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the related jobs outside the State of New York? Yes____; No____. If yes, please explain:
- d. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes____; No____. If yes, please provide detail:
- e. Will the Project be located in one of the following: (i) an area designed as an economic development zone pursuant to Article 18-B of the General Municipal Law; or (ii) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (x) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (y) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? Yes____; No____. If yes, please explain:

6. If the answers to any of subdivisions c. through e. of question 5 is yes, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? Yes____; No____. If yes, please explain: N/A

7. Will the completion of the Project result in the removal of a plant or facility of the Company or another proposed occupant of the Project (a "Project Occupant") from one area of the State of New York to another area of the State of New York? Yes____; No X. If yes, please explain:

8. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Company located in the State of New York? Yes____; No X. If yes, please provide detail:

9. If the answer to either question 7 or question 8 is yes, indicate whether any of the

following apply to the Project: N/A

- a. Is the Project reasonably necessary to preserve the competitive position of the Company or such Project Occupant in its industry? Yes ____; No _____. If yes, please provide detail:
 - b. Is the Project reasonably necessary to discourage the Company or such Project Occupant from removing such other plant or facility to a location outside the State of New York? Yes ____; No _____. If yes, please provide detail:
10. Will the Project be owned by a not-for-profit corporation? Yes ____; No X. If yes, please provide detail:
11. Will the Project be sold or leased to a municipality? Yes ____; No X. If yes, please provide detail:

G. Other Involved Agencies:

1. Please indicate all other local agencies, boards, authorities, districts, commissions or governing bodies (including any city, county and other political subdivision of the State of New York and all state departments, agencies, boards, public benefit corporations, public authorities or commissions) involved in approving or funding or directly undertaking action with respect to the Project. For example, do you need a municipal building permit to undertake the Project? Do you need a zoning approval to undertake the Project? If so, you would list the appropriate municipal building department or planning or zoning commission which would give said approvals.

<u>PSC Siting Board</u>	<u>Article 10 approval.</u>
<u>NYISO</u>	<u>Regarding the right to interconnect the Project to, and transmit electricity on, the New York electrical grid.</u>
<u>NYDEC</u>	<u>SPDES General Permit for Construction Activities.</u>
<u>US Army Corps of Engineers</u>	<u>Wetland permit (if needed).</u>

2. Describe the nature of the involvement of the federal, state, or local agencies described above:

See II.G.1. above.

H. Construction Status:

1. Has construction work on this project begun? Yes ____; No X. If yes, please discuss in detail the approximate extent of construction and the extent of completion. Indicate in your answer whether such specific steps have been completed as site

clearance and preparation; completion of foundations; installation of footings; etc.:

2. Please indicate amount of funds expended on this Project by the Company in the past three (3) years and the purposes of such expenditures:

Interconnection: \$200,000

Permitting: \$85,000

Land: \$165,000

Legal: \$505,000

Engineering: \$44,000

Internal labor: \$290,000

Consultants: \$281,000

Administration: \$60,000

3. Please indicate the date the applicant estimates the Project will be completed:
The anticipated commercial operation date of the Project is December 2020.

I. Method of Construction after Agency Approval:

1. If the Agency approves the project which is the subject of this application, there are two methods that may be used to construct the project. The applicant can construct the project privately and sell the project to the Agency upon completion. Alternatively, the applicant can request to be appointed as "agent" of the Agency, in which case certain laws applicable to public construction may apply to the project. Does the applicant wish to be designated as "agent" of the Agency for purposes of constructing the project? Yes X; No ____.

2. If the answer to question 1 is yes, does the applicant desire such "agent" status prior to the closing date of the financing? Yes X; No ____.

III. INFORMATION CONCERNING LEASES OR SUBLEASES OF THE PROJECT. (PLEASE COMPLETE THE FOLLOWING SECTION IF THE COMPANY INTENDS TO LEASE OR SUBLEASE ANY PORTION OF THE PROJECT).

A. Does the Company intend to lease or sublease more than 10% (by area or fair market value) of the Project? Yes ____; No X. If yes, please complete the following for each existing or proposed tenant or subtenant:

1. Sublessee name:
Present Address:
City: _____ State: _____ Zip: _____
Employer's ID No.: _____
Sublessee is: _____ Corporation: _____ Partnership: _____ Sole Proprietorship
Relationship to Company: _____
Percentage of Project to be leased or subleased: _____
Use of Project intended by Sublessee: _____
Date of lease or sublease to Sublessee: _____
Term of lease or sublease to Sublessee: _____
Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes _____; No _____. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.
2. Sublessee name:
Present Address:
City: _____ State: _____ Zip: _____
Employer's ID No.: _____
Sublessee is: _____
_____ Corporation: _____ Partnership: _____ Sole Proprietorship
Relationship to Company: _____
Percentage of Project to be leased or subleased: _____
Use of Project intended by Sublessee: _____
Date of lease or sublease to Sublessee: _____
Term of lease or sublease to Sublessee: _____
Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes _____; No _____. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.
3. Sublessee name:
Present Address:
City: _____ State: _____ Zip: _____
Employer's ID No.: _____
Sublessee is: _____ Corporation: _____ Partnership: _____ Sole Proprietorship
Relationship to Company: _____
Percentage of Project to be leased or subleased: _____
Use of Project intended by Sublessee: _____
Date of lease or sublease to Sublessee: _____
Term of lease or sublease to Sublessee: _____
Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes _____; No _____. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

B. What percentage of the space intended to be leased or subleased is now subject to a binding written lease or sublease? N/A

IV. EMPLOYMENT IMPACT

- A. Indicate the number of people presently employed at the Project site and the **additional** number that will be employed at the Project site at the end of the first and second years after the Project has been completed, using the tables below for (1) employees of the Applicant, (2) independent contractors, and (3) employees of independent contractors. (Do not include construction workers). Also indicate below the number of workers employed at the Project site representing newly created positions as opposed to positions relocated from other project sites of the applicant. Such information regarding relocated positions should also indicate whether such positions are relocated from other project sites financed by obligations previously issued by the Agency.

TYPE OF EMPLOYMENT Employees of Applicant**					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Present Part Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Present Seasonal	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
First Year Full Time	<u>1</u>	<u>Up to 4</u>	<u>0</u>	<u>0</u>	<u>Up to 5</u>
First Year Part Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
First Year Seasonal	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Second Year Full Time	<u>1</u>	<u>Up to 4</u>	<u>0</u>	<u>0</u>	<u>Up to 5</u>
Second Year Part Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Second Year Seasonal	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

** The Applicant has not yet determined whether it will directly hire operations and maintenance personnel or will contract for those services. The job creation estimate shown above applies in either case.

TYPE OF EMPLOYMENT Independent Contractors					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Present Part Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Present Seasonal	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
First Year Full Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
First Year Part Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
First Year Seasonal	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Second Year Full Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Second Year Part Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Second Year Seasonal	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

TYPE OF EMPLOYMENT Employees of Independent Contractors					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Present Part Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Present Seasonal	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

First Year Full Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
First Year Part Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
First Year Seasonal	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Second Year Full Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Second Year Part Time	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Second Year Seasonal	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

- B. Indicate below (1) the estimated salary and fringe benefit averages or ranges and (2) the estimated number of employees residing in the North Country Economic Development Region for all the jobs at the Project site, both retained and created, listed in the tables described in subsection A above for each of the categories of positions listed in the chart below.

RELATED EMPLOYMENT INFORMATION				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges <i>(Annualized)</i>	<u>\$65,000-</u> <u>\$90,000</u>	<u>\$35,000-</u> <u>\$70,000</u>		
Estimated Number of Employees Residing in the Mohawk Valley Economic Development Region ¹	<u>1</u>	<u>Up to 4</u>		

- C. Please describe the projected timeframe for the creation of any new jobs with respect to the undertaking of the Project: *New employees would be expected to be hired in Q3 of 2020 to learn about the Project and commence employment prior to full operation in Q4 2020.*
- D. Please prepare a separate attachment describing in detail the types of employment at the Project site. Such attachment should describe the activities or work performed for each type of employment. ** See attached Exhibit "D".*

¹ It is not yet known where the employee(s) will reside.

V. PROJECT COST AND FINANCING SOURCES

- A. Anticipated Project Costs. State the costs reasonably necessary for the acquisition of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Cost</u>	<u>Amount</u>
Land	\$ _____
Buildings	\$ _____
Machinery and equipment costs	\$ <u>105,000,000</u>
Utilities, roads and appurtenant costs	\$ <u>19,000,000</u>
Architects and engineering fees	\$ <u>5,000,000</u>
Costs of Bond Issue (legal, financial and printing)	\$ _____
Construction loan fees and interest (if applicable)	\$ _____
Other (specify)	
<u>Legal and other professional support</u>	\$ <u>1,000,000</u>
<u>Miscellaneous</u>	\$ <u>5,000,000</u>
_____	\$ _____
TOTAL PROJECT COSTS	\$ <u>135,000,000</u> _____

- B. Anticipated Project Financing Sources. State the sources reasonably necessary for the financing of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Sources</u>	<u>Amount</u>
Private Sector Financing	\$ _____
Public Sector	
Federal Programs	\$ _____
State Programs	\$ _____
Local Programs	\$ _____
Applicant Equity	\$ <u>100%</u> *
Other (specify, e.g., tax credits)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL AMOUNT OF PROJECT FINANCING SOURCES	\$ _____

* See V(F) and V(G) below.

- C. Have any of the above expenditures already been made by the applicant?
Yes X ; No _____. If yes, indicate particulars.

The Company has self-financed development costs, including lease acquisition, engineering, legal, permitting, and interconnection costs.

- D. Amount of loan requested: \$ N/A ;

Maturity requested: _____ years.

- E. Has a commitment for financing been received as of this application date, and if so, from whom? N/A

Yes ____; No _____. Institution Name: _____

Provide name and telephone number of the person we may contact.

Name: _____ Phone: _____

- F. The percentage of Project costs to be financed from public sector sources is estimated to equal the following: 0 %
- G. The total amount estimated to be borrowed to finance the Project is equal to the following: \$ TBD. At present, the Company does not plan to finance the Project with borrowed money.

VI. BENEFITS EXPECTED FROM THE AGENCY

A. Financing

1. Is the applicant requesting that the Agency issue bonds to assist in financing the project? Yes ; No X. If yes, indicate:
 - a. Amount of loan requested: Dollars;
 - b. Maturity requested: Years.
2. If the answer to question 1 is yes, is the interest on such bonds intended to be exempt from federal income taxation? Yes ; No . N/A
3. If the answer to question 2 is yes, will any portion of the Project be used for any of the following purposes: N/A
 - a. retail food and beverage services: Yes ; No
 - b. automobile sales or service: Yes ; No
 - c. recreation or entertainment: Yes ; No
 - d. golf course: Yes ; No
 - e. country club: Yes ; No
 - f. massage parlor: Yes ; No
 - g. tennis club: Yes ; No
 - h. skating facility (including roller skating, skateboard and ice skating): Yes ; No
 - i. racquet sports facility (including handball and racquetball court): Yes ; No
 - j. hot tub facility: Yes ; No
 - k. suntan facility: Yes ; No
 - l. racetrack: Yes ; No
4. If the answer to any of the above questions contained in question 3 is yes, please furnish details on a separate attachment. N/A

B. Tax Benefits

1. Is the applicant requesting any real property tax exemption in connection with the Project that would not be available to a project that did not involve the Agency? Yes X²; No . If yes, is the real property tax exemption being sought consistent with the Agency's Uniform Tax Exemption Policy? Yes ; No X.

² New York Real Property Tax Law ("RPTL") § 487 provides a 15-year exemption for solar energy facilities subject to

5. Are any of the tax-exemptions being sought in connection with the Project inconsistent with the Agency's Uniform Tax Exemption Policy? Yes X; No . If yes, please explain.

The proposed PILOT payment schedule is based on the unique circumstances associated with developing and operating a solar-powered electric generating facility and therefore deviation from the UTEP is necessary.

C. Project Cost/Benefit Information. Complete the attached Cost/Benefit Analysis so that the Agency can perform a cost/benefit analysis of undertaking the Project. Such information should consist of a list and detailed description of the benefits of the Agency undertaking the Project (e.g., number of jobs created, types of jobs created, economic development in the area, etc.). Such information should also consist of a list and detailed description of the costs of the Agency undertaking the Project (e.g., tax revenues lost, buildings abandoned, etc.).

VII. REPRESENTATIONS BY THE APPLICANT. The applicant understands and agrees with the Agency as follows:

A. Job Listings. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), in which the Project is located.

B. First Consideration for Employment. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

C. Annual Sales Tax Filings. In accordance with Section 874(8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.

D. Annual Employment Reports. The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the Project site, including (1) the NYS-45 – Quarterly Combined Withholding, Wage Reporting and Unemployment Insurance Return – for the quarter ending December 31 (the "NYS-45"), and (2) the US Dept. of Labor BLS 3020 Multiple Worksite report if applicable.

E. Uniform Agency Project Agreement. The applicant agrees to enter into a project benefits agreement with the Agency where the applicant agrees that (1) the amount of Financial Assistance to be received shall be contingent upon, and shall bear a direct relationship to the success or lack of success of such project in delivering certain described public benefits (the "Public Benefits") and (2) the Agency will be entitled to recapture some or all of the Financial Assistance granted to the applicant if the project is unsuccessful in whole or in part in delivering the promised Public Benefits.

F. Representation of Financial Information. Neither this Application nor any other agreement, document, certificate, project financials, or written statement furnished to the Agency or by or on behalf of the applicant in connection with the project contemplated by this Application contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact within the special knowledge of any of the officers of the applicant which has not been disclosed herein or in writing by them to the Agency and which materially adversely affects or in the future in their opinion may, insofar as they can now reasonably foresee, materially adversely affect the business, properties, assets or condition, financial or otherwise, of the applicant.

G. Agency Financial Assistance Required for Project. The Project would not be undertaken but for the Financial Assistance provided by the Agency or, if the Project could be undertaken without the Financial Assistance provided by the Agency, then the Project should be undertaken by the Agency for the following reasons:

H. Compliance with Article 18-A of the General Municipal Law: The Project, as of the date of this Application, is in substantial compliance with all provisions of article 18-A of the General Municipal including, but not limited to, the provisions of Section 859-a and subdivision one of Section 862; and the provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.

I. Compliance with Federal, State, and Local Laws. The applicant is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.

J. False or Misleading Information. The applicant understands that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.

K. Absence of Conflicts of Interest. The applicant acknowledges that the members, officers and employees of the Agency are listed on the Agency's website. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

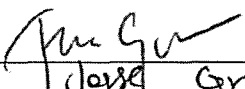
L. Additional Information. Additional information regarding the requirements noted in this Application and other requirements of the Agency are included in the Agency's Policies which can be accessed at <http://www.mcbdc.org/>.

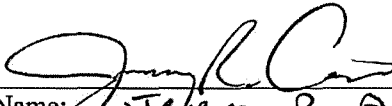
I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.

APPLICANT:
Mohawk Solar LLC,
a Delaware limited liability company

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

LEGAL
Kik


Name: Jesse Geronemus
Title: Authorized Representative


Name: Jeremy R. Aird
Title: Authorized Representative

NOTE: APPLICANT MUST ALSO COMPLETE THE APPROPRIATE VERIFICATION
APPEARING ON PAGES 26 THROUGH 29 HEREOF BEFORE A NOTARY PUBLIC AND MUST
SIGN AND ACKNOWLEDGE THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 30.

~~VERIFICATION~~

~~(If Applicant is a Corporation)~~

STATE OF _____)
 _____) ss.:
 COUNTY OF _____)

 (Name of chief executive of applicant)
 _____ of _____,
 (Title) (Company Name)

~~the corporation named in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. Deponent further says that the reason this verification is made by the deponent and not by said company is because the said company is a corporation. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as an officer of and from the books and papers of said corporation.~~

~~(officer of applicant)~~

Sworn to before me this
day of _____, 20__.

~~(Notary Public)~~

VERIFICATION

(If applicant is sole proprietor)

STATE OF _____)
_____) SS.:
COUNTY OF _____)

_____, deposes and says—

(Name of Individual)

that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application.

Sworn to before me this
___ day of _____, 20__.

(Notary Public)

VERIFICATION

(If applicant is partnership)

STATE OF _____)

_____) SS.:

COUNTY OF _____)

_____, deposes and says—

(Name of Individual)

that he is one of the members of the firm of _____,

(Partnership Name)

the partnership named in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as a member of and from the books and papers of said partnership.

Sworn to before me this

____ day of _____, 20____.

(Notary Public)

VERIFICATION

(If applicant is limited liability company)

STATE OF Oregon)
) SS.:
COUNTY OF Multnomah

Jesse Gronner and Jeremy Aird deposes and says
(Name of Individual)

that he is one of the managers of the member of the firm of Mohawk Solar LLC,
(Limited Liability Company)

the limit liability company named in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as a member of and from the books and papers of said limited liability company.

**Mohawk Solar LLC,
a Delaware limited liability company**

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

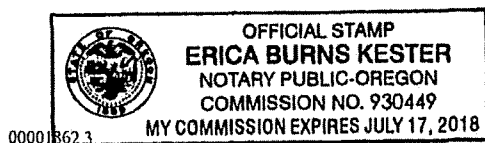
LEGAL
Kester

Name: Jesse Gronner
Title: Authorized Representative

Name: Jeremy R. Aird
Title: Authorized Representative

Sworn to before me this
14 day of May, 2018.

Erica Burns Kester
(Notary Public)



NOTE: THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS THE HOLD
HARMLESS AGREEMENT APPEARING ON PAGE 30 IS SIGNED BY THE APPLICANT.

HOLD HARMLESS AGREEMENT

Applicant hereby releases Montgomery County Industrial Development Agency and the members, officers, servants, agents and employees thereof (hereinafter collectively referred to as the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (i) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the application or the project described therein or the issue of bonds requested therein are favorably acted upon by the Agency, (ii) the Agency's financing of the Project described therein; and (iii) any further action taken by the Agency with respect to the Project, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to find buyers willing to purchase the total bond issue requested, then, and in that event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

**Mohawk Solar LLC,
a Delaware limited liability company**

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

LEGAL
Kester

Name: Jesse Gorman

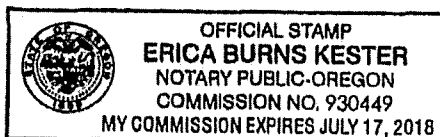
Title: Authorized Representative

Name: Jeremy R. Aird

Title: Authorized Representative

Sworn to before me this
14th day of May, 2018.

Erica Burns Kester
(Notary Public)



TO: Project Applicants
 FROM: Montgomery County Industrial Development Agency
 RE: Cost/Benefit Analysis

In order for the Montgomery County Industrial Development Agency (the "Agency") to prepare a Cost/Benefit Analysis for a proposed project (the "Project"), the Applicant must answer the questions contained in this Project Questionnaire (the "Questionnaire") and complete the attached Schedules. This Questionnaire and the attached Schedules will provide information regarding various aspects of the Project, and the costs and benefits associated therewith.

This Questionnaire must be completed before we can finalize the Cost/Benefit Analysis, please complete this Questionnaire and forward it to us at your earliest convenience.

PROJECT QUESTIONNAIRE

1. Name of Project Beneficiary ("Company"):	<u>Mohawk Solar LLC</u>
2. Brief Identification of the Project:	<u>Solar-powered electric generating facility</u>
3. Estimated Amount of Project Benefits Sought:	
A. Amount of Bonds Sought:	\$ <u>N/A</u>
B. Value of Sales Tax Exemption Sought	\$ <u>Up to \$864,000⁵</u>
C. Value of Real Property Tax Exemption Sought	\$ <u>Up to \$615,000*</u>
D. Value of Mortgage Recording Tax Exemption Sought	\$ <u>N/A</u>
4. Likelihood of accomplishing the Project in a timely fashion:	<u>High (assuming successful power purchase negotiations)</u>

** The Company strongly believes (and would argue in any assessment litigation) that a significant majority of the cost of the Project relates to equipment that constitutes personal property and is not subject to real property taxation under New York law. Based on an independent appraisal, we anticipate a property tax burden of \$172,000 per year on the real property elements of the Project. However, the Company recognizes that the question of whether solar project equipment constitutes personal or real property is unsettled. Even if all the Project's equipment were deemed real property, a property tax burden on the Project of \$679,000 per year could be anticipated. For the purposes of this application, the assumed tax liability could reflect the mid-point of those two payment levels, or \$425,500 per year. Based on the proposed annual PILOT payment of \$300,000, the anticipated \$75,000 annual payment for the interconnection switchyard, and the estimated \$30,000 per year to be paid for change of use of the underlying land, the Project will pay \$405,000 per year in the aggregate to the*

⁵ Based on an estimated total Project cost of approximately \$135M and a sales tax rate of 8.0%, the total potential sales tax exemption would be up to \$10,800,000. However, it is anticipated that approximately eighty-four percent (84%) of Project expenditures would also qualify for the production exemption from sales tax under New York State Tax Law Section 1115(a)(12). Accordingly, for cost-benefit calculation purposes, the "value" of the sales tax exemption to the Company (and the corresponding "cost" of the sales tax exemption to the Agency), is up to \$1,728,000 (based on 8% of \$21.6M, or 16% of \$135M). However, the Company shall indemnify Montgomery County for its share of the total sales tax (\$864,000), but ask for an exemption for the NYS portion of the sales tax (also estimated at \$864,000).

Montgomery County IDA and local taxing bodies. The difference between the mid-point tax liability (\$425,500) and the projected payments (\$405,000) is \$20,500 per year. Multiplied by the requested 30-year PILOT life, the mid-point value of the Real Property Tax Exemption would be \$615,000. See attached Exhibit "E".

PROJECTED PROJECT INVESTMENT

A. Land-Related Costs	
1. Land acquisition	\$
2. Site preparation	\$ <u>5,000,000</u>
3. Landscaping	\$ <u>1,000,000</u>
4. Utilities and infrastructure development	\$ <u>10,000,000</u>
5. Access roads and parking development	\$ <u>3,000,000</u>
6. Other land-related costs (describe)	\$
B. Building-Related Costs	
1. Acquisition of existing structures	\$
2. Renovation of existing structures	\$
3. New construction costs	\$
4. Electrical systems	\$
5. Heating, ventilation and air conditioning	\$
6. Plumbing	\$
7. Other building-related costs (describe)	\$
C. Machinery and Equipment Costs	
1. Production and process equipment	\$ <u>105,000,000</u>
2. Packaging equipment	\$
3. Warehousing equipment	\$
4. Installation costs for various equipment	\$
5. Other equipment-related costs (describe)	\$
D. Furniture and Fixture Costs	
1. Office furniture	\$
2. Office equipment	\$
3. Computers	\$
4. Other furniture-related costs (describe)	\$
E. Working Capital Costs	
1. Operation costs	\$
2. Production costs	\$
3. Raw materials	\$
4. Debt service	\$
5. Relocation costs	\$
6. Skills training	\$
7. Other working capital-related costs (describe)	\$

F.	Professional Service Costs	
1.	Architecture and engineering	\$ <u>5,000,000</u>
2.	Accounting/legal	\$
3.	Other service-related costs (Project Management)	\$ <u>1,000,000</u>
G.	Other Costs	
1.	<u>Miscellaneous</u>	\$ <u>5,000,000</u>
2.		\$
H.	Summary of Expenditures	
1.	Total Land-Related Costs	\$ <u>19,000,000</u>
2.	Total Building-Related Costs	\$
3.	Total Machinery and Equipment Costs	\$ <u>105,000,000</u>
4.	Total Furniture and Fixture Costs	\$
5.	Total Working Capital Costs	\$
6.	Total Professional Service Costs	\$ <u>6,000,000</u>
7.	Total Other Costs	\$ <u>5,000,000</u>

PROJECTED PROFIT

I. Please provide projected profit as defined by earnings after income tax but before depreciation and amortization:

YEAR	Without IDA benefits	With IDA benefits
1	\$ <u>No Project</u>	\$ *
2	\$ <u>No Project</u>	\$ *
3	\$ <u>No Project</u>	\$ *
4	\$ <u>No Project</u>	\$ *
5	\$ <u>No Project</u>	\$ *

* The Company anticipates that the Project will generate a market-based ROI in the range of 5 - 7 % once the savings created by all State and Federal subsidies are taken into account.

PROJECTED CONSTRUCTION EMPLOYMENT IMPACT

- I. Please provide estimates of total construction jobs and the total annual wages and benefits of construction jobs at the Project: Total wages and benefits are estimated to be up to \$ 11.25M during approximate 9 month construction period.

Year	Number of Construction Jobs	Total Annual Wages and Benefits	Estimated Additional NYS Income Tax ⁶
Current Year	<u>Up to 300</u>	<u>\$ Up to \$11,250,000</u>	<u>\$ Up to \$725,625</u>
Year 1	<u>0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Year 2	<u>0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Year 3	<u>0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Year 4	<u>0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Year 5	<u>0</u>	<u>\$ 0</u>	<u>\$ 0</u>

PROJECTED PERMANENT EMPLOYMENT IMPACT

- I. Estimates of the total number of existing permanent jobs to be preserved or retained as a result of the Project are described in the tables in Section IV of the Application.
- II. Estimates of the total new permanent jobs to be created at the Project are described in the tables in Section IV of the Application.
- III. Please provide estimates for the following:

A. Creation of New Job Skills relating to permanent jobs. Please complete Schedule A.

- IV. Provide the projected percentage of employment that would be filled by Montgomery County residents: Up to 90%

A. Provide a brief description of how the project expects to meet this percentage: The Company would meet with the local chamber of commerce and economic development department to solicit input on local companies from which to solicit services. The Company would advertise and mail invitations for a public meeting to describe the opportunities available for construction services, equipment supply, rental equipment, permanent job opportunities, and the method of applying or bidding for those opportunities.

⁶ Assumes all wages and benefits are subject to NYS income tax at a rate of 6.45%.

PROJECTED OPERATING IMPACT

I. Please provide estimates for the impact of Project operating purchases and sales:

Additional Purchases (1 st year following project completion)	\$ <u>TBD *</u>
Additional Sales Tax Paid on Additional Purchases	\$ <u>TBD⁷</u>
Estimated Additional Sales (1 st full year following project completion)	\$ <u>N/A</u>
Estimated Additional Sales Tax to be collected on additional sales (1 st full year following project completion)	\$ <u>N/A</u>

* Annual operations and maintenance costs (including labor) are estimated to be \$ 2,250,000.

II. Please provide estimates for the impact of Project on existing real property taxes and new payments in lieu of taxes ("Pilot Payments"): * See note below.

Year	Existing Real Property Taxes (Without IDA involvement)	New Pilot Payments (With IDA)	Total (Difference)
Current Year			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			

* The Company strongly believes (and would argue in any assessment

⁷ Most operating expenses would relate to operating and maintaining the solar panel array, which is production equipment under the New York Tax Law.

litigation) that a significant majority of the cost of the Project relates to equipment that constitutes personal property and is not subject to real property taxation under New York law. Based on an independent appraisal, we anticipate a property tax burden of \$172,000 per year on the real property elements of the Project. However, the Company recognizes that the question of whether solar project equipment constitutes personal or real property is unsettled. Even if all the Project's equipment were deemed real property, a property tax burden on the Project of \$679,000 per year could be anticipated. For the purposes of this application, the assumed tax liability could reflect the mid-point of those two payment levels, or \$425,500 per year. Based on the proposed annual PILOT payment of \$300,000, the anticipated \$75,000 annual payment for the interconnection switchyard, and the estimated \$30,000 per year to be paid for change of use of the underlying land, the Project will pay \$405,000 per year in the aggregate to the Montgomery County IDA and local taxing bodies. The difference between the mid-point tax liability (\$425,500) and the projected payments (\$405,000) is \$20,500 per year. Multiplied by the requested 30-year PILOT life, the mid-point value of the Real Property Tax Exemption would be \$615,000. See attached Exhibit "E".

III. Please provide a detailed description for the impact of other economic benefits and all anticipated community benefits expected to be produced as a result of the Project (attach additional pages as needed for a complete and detailed response):

- Estimated \$600,000 in annual Project lease payments to local landowners, amounting to \$18,000,000 over the life of the Project.
- Net revenue to the typical farmer landowner in the Project area from existing farm operations is typically \$200 per acre, or approximately \$200,000 per year for the 1,000-acre Project area. Continued downward price pressures in the dairy market will significantly impact the local farming community, and likely force many farmers off their land. Revenue from the Project is able to stabilize financial conditions for the farmers, thereby allowing them to remain residents and income-producing owners of their property.
- Substantial increase in revenues to Towns, School Districts, and County under the PILOT Agreement over the current agricultural exemption revenue. Additional revenue flows unburdened by additional costs (student education costs, buses, road improvements, services, etc.). Current tax payments from the Project land, reflecting the agricultural exemption, are estimated to be \$19,500, while increased tax revenue under the PILOT, change of use of underlying land and interconnection substation are estimated to be \$405,000 annually.
- Roll-back taxes due to the change of use of the underlying land will result in a one-time payment to the taxing bodies estimated at \$162,000.
- Capital investment of \$135,000,000.
- 12.5%, or \$16,875,000, of the Project construction cost is anticipated to stay local.
- Project operations will displace harmful air emissions from fossil fuel-fired electric generators and are projected to reduce CO₂ emissions by over 3,000,000 tons over the life of the Project.
- Mohawk Solar, LLC is the first large-scale solar project to advance through the NYS Article 10 permitting process. Its installation will significantly contribute to meeting the NYS goal of 50% of energy supply to be met by renewable sources by the year 2030.

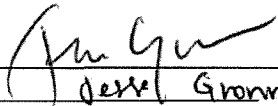
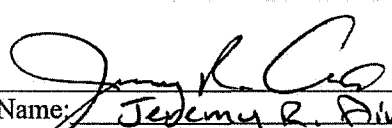
- The Project will supply the electrical needs for approximately 20,000 average homes. Importantly, the Project will produce the greatest amount of its electricity during the summer months when electricity demand is highest. Therefore, the electricity will offset more expensive generation sources that would have ordinarily come on line to support the increased demand. Adding the lower cost supply from a clean, renewable source decreases the average cost of electricity, especially during the peak demand summer months.

CERTIFICATION

I certify that I have prepared the responses provided in this Questionnaire and that, to the best of my knowledge; such responses are true, correct, and complete.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for, the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.

Date Signed: <u>May 14, 2018.</u>	Names of Persons Completing Project Questionnaire on behalf of the Company.
	Mohawk Solar LLC, a Delaware limited liability company
	By: Avangrid Renewables, LLC, an Oregon limited liability company, its Manager and Sole Member
	 Name: <u>Jerry Gronner</u> Title: Authorized Representative Phone Number: <u>503-796-7000</u> Address: <u>1125 NW Couch St, Portland, OR 97209</u>
	 Name: <u>Jeremy R. Dind</u> Title: Authorized Representative Phone Number: <u>503-796-7000</u> Address: <u>1125 NW Couch St, Portland, OR 97209</u>

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CREATION OF NEW JOB SKILLS

[illegible]

⁸ It is not yet known where the employee(s) will reside.

SCHEDULE B

CONSTRUCTION EMPLOYMENT AGREEMENT

Recognizing the mission of the Industrial Development Agency of Montgomery County (IDA) to promote construction employment opportunities for residents of Montgomery County and in consideration of the extension of financial assistance by the IDA, Mohawk Solar LLC (Project Beneficiary) understands that it is the Agency's policy that benefiting companies should employ New York State residents and agrees to provide the information requested below as a way to provide local construction opportunities. Mohawk Solar LLC (Project Beneficiary) also agrees to provide an estimate of the number, type and duration of construction jobs to be created through IDA financial assistance, whether employment is gained directly through the Company, its general contractor, or individual vendors.

Upon project completion Mohawk Solar LLC (Project Beneficiary) shall, if requested by the Agency, submit to the IDA a Construction Completion Report in which is identified names and business addresses of the prime contractor, subcontractors and vendors engaged in the construction of the facility.

Company:

Mohawk Solar LLC

Company Representative for Contract Bids and Awards:

Mark Eilers

Mailing Address:

1125 NW Couch St, Portland, OR 97209

Phone: 612-804-9209

Fax: N/A

Email: mark.eilers@avangrid.com

General Contractor, if determined

Company: TBD

Representative: _____

Mailing Address: _____

Phone: _____ Fax: _____

Email: _____

Construction start date is estimated to be January 1, 2020 with occupancy to be taken on December 2020

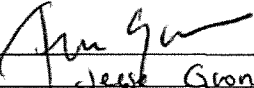
Construction Phase or Process	Duration of Construction Phase	# to be Employed
<u>Construction</u>	<u>9 months</u>	<u>Up to 300</u>

(Attach additional sheets if needed)

LEGAL
✓

APPLICANT:
Mohawk Solar LLC,
a Delaware limited liability company

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member


Name: Jesse Gronner
Title: Authorized Representative
Phone Number: 503-796-7000
Address: 1125 NW Couch St, Suite 700, Portland, OR 97209

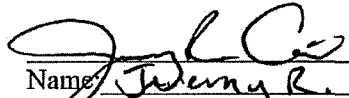

Name: Jeremy R. Aird
Title: Authorized Representative
Phone Number: 503-796-7000
Address: 1125 NW Couch St, Suite 700, Portland, OR 97209

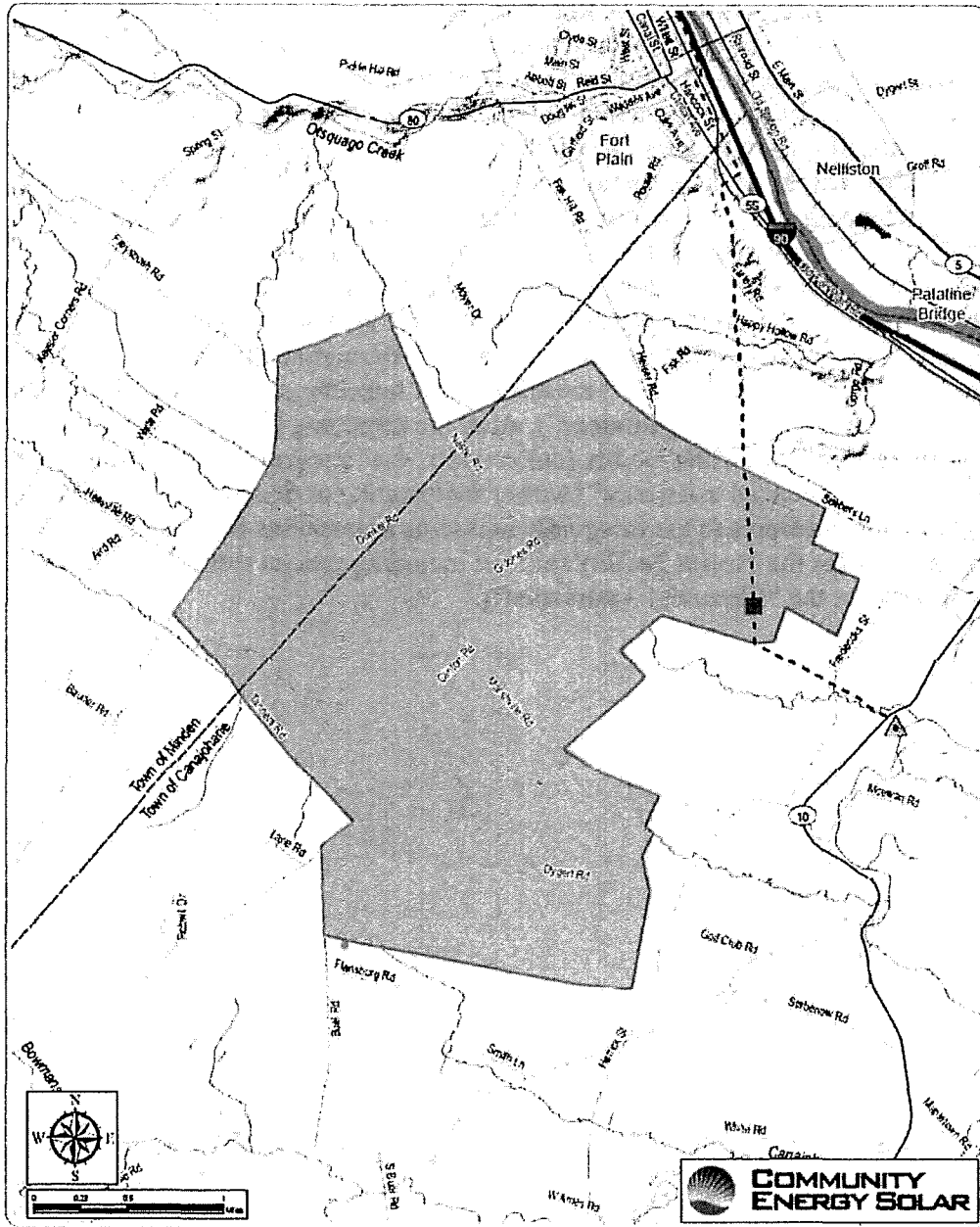
Exhibit "A"

Project Description

The project covered by this Application (the "**Project**") will consist of: (a)(1) the acquisition of an interest in the Company's fee, leasehold, and easement interests in certain parcels of land located in the Towns of Canajoharie and Minden, County of Montgomery, New York (collectively, the "**Land**"), (2) the acquisition, construction, installation and equipping on or under the Land of: (i) a buried and overhead system to carry electricity to the point of interconnection, (ii) a collection substation facility, (iii) an interconnection substation facility, and (iv) a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the "**Improvements**"), and (3) the acquisition, installation and equipping therein and thereon of certain equipment, including photovoltaic panels producing direct current ("**DC**") electricity with a total rated AC capacity of approximately 90.5 megawatts ("**MW**") to be mounted on single-axis solar tracking structures, inverters placed throughout the facility to convert DC electricity to alternating current ("**AC**") electricity, and furniture, fixtures, machinery and equipment (collectively, the "**Equipment**"), all of the foregoing for use by the Company as a solar-powered electric generating facility (collectively, the "**Project Facility**"), and (b) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including exemptions from sales and use taxes and real property taxes for the Project Facility (but not including special assessments and ad valorem levies) (collectively, the "**Financial Assistance**").

Exhibit "B"

Project Area Map



Mohawk Solar Project
Towns of Canajoharie and Minden, Montgomery County

Figure 2: Facility Area

Notes: 1. Basemap: Hillshade derived from digital elevation model and ESRI StreetMap North America, 2012
2. This map was generated in ArcMap on March 30, 2017.
3. This is a color graphic. Reproduction in grayscale may misrepresent the data.

- Existing Substation
- Proposed Point-of-Interconnect Substation
- St. Johnsville-Marshville 115-kV Line
- Facility Area
- Town Boundary



Exhibit "C"

List of Leased Properties and Underlying Landowners

Borchert, Timothy & Cindy	77.-2-13
Borchert, Timothy A	77.-2-15.12
Dennis, Malvin K	93.-1-12.1
Heiser, Jason	61.-2-24
Heiser, Jason	77.-2-16.2
Heiser, Jason	77.-2-3.2
Heiser, Jason	78.-1-1.1
Heiser, Jason	78.-1-39
Heiser, Jason	78.-1-39
Heiser, Jason & Linda C	77.-2-16.12
Heiser, Jason & Linda C	78.-1-41
Moyer, Margie M	61.-1-20
Shults, David L	78.-1-6.2
Shults, David L	78.-1-8
Shults, David L & Lori Ann	78.-1-3.1
Stoltzfus, Moses	77.-2-1
Timerman, Mark	93.-3-3
Tompson, Elaine; Hudson, Wayne	77.-1-6.112 (AKA 77.-3-1)
Tompson, Elaine; Hudson, Wayne	77.-1-6.112 (AKA 77.-3-1)
Tompson, Elaine; Hudson, Wayne	77.-2-17.11
Tompson, Elaine; Hudson, Wayne	77.-2-17.11
Wengerd, Ezra S & Annie F	77.-2-6.1
Zook, Levi	77.-2-11.2
Zook, Levi	77.-2-11.1
Izzo, Giovanni and Linda	93.-3-1
Jewell, Kevin and Christina	78.-1-19.112
Stone, Clifford and Joan	78.-1-21
Mifsud, Louis and Jill	78.-1-25
Vroman, Peter and Laurie	78.-2-33

Exhibit "D"

Types of Employment Associated with the Project⁹
(Section IV(D))

Site Supervisor:

The Site Supervisor oversees the day-to-day operation and maintenance of the Project. The Site Supervisor is tasked with the safe and efficient operation of the Project, including compliance with all Federal, State and local laws and regulations, and ensuring maintenance activities are coordinated with all interconnection and power markets requirements. The Site Supervisor spends a significant portion of the workweek at the site, interfacing with contractors, scheduling maintenance and other tasks, and ensuring their proper and timely completion.

Technicians (skilled and semi-skilled):

Technicians are responsible for onsite operations, maintenance, repairs and replacement of Project equipment and property. They are properly trained and licensed to perform electrical work on solar energy systems, including medium voltage collector systems. They are capable of performing calibrations, data collection, report preparation, and repairs to the electrical and mechanical components of the Project, as well as troubleshooting and repairing the Project communications systems.

Landscapers (semi-skilled):

Contract landscapers are critical for ensuring the Project Facility maintains a neat, well-maintained appearance, and that it continues to fit well in the surrounding environment. Frequent mowing of grasses during the warm weather months, as well as planting/replanting buffer vegetation consumes most of the landscapers' time.

⁹ It is not yet known where the employee(s) will reside.

Exhibit "E"
PILOT and Financial Terms Discussed with the Agency

Applicant and the Agency have discussed the following financial terms:

Annual PILOT payment amount: \$300,000

One-time Agency Administrative Fee: \$250,000

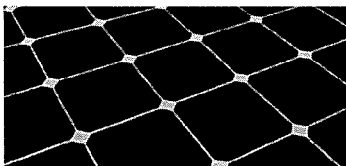
Additional Annual Agency Administrative Fee: \$68,000

PILOT Term: 30 years

GALA Solar Plant



Avangrid Renewables doubled our commercial solar fleet with the Gala Solar Plant in Oregon reaching commercial operation in October, 2017. The 56 MW facility joins a 30 MW project in Colorado and a 20 MW project in Arizona, each of which has a long-term power purchase agreement. Additionally, Gala bolsters our substantial renewable energy footprint in the Pacific Northwest, which features 13 wind farms in operation or under construction with a total capacity of 1,500 MW.



Location:

- Prineville, Oregon
- Vacant high desert land
- Minimally grazed
- Non-arable 400 acre parcel

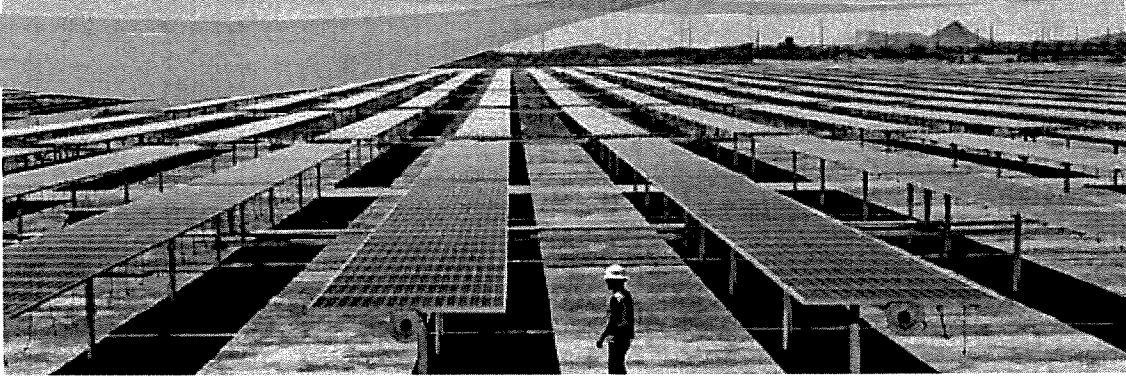
Like many of our renewable projects in the U.S. and around the world, Gala combines proven equipment with advances in technology. This project represents the third time we've worked with SunPower technology, and Gala features the first commercial deployment of their latest Oasis tracking system, of which two GW are in use or under construction around the world. With nearly 16,000 piles holding up the high efficiency panels and more than 1,700 single axis trackers, the plant tracks the sun via a smart controller that actively manages its own current flow and adjusts to maximize it constantly throughout the day.

Our expertise as one of the nation's leading wind farm developers has uniquely prepared us to develop and operate commercial-scale photovoltaic projects. At the peak of construction, roughly 150 people worked to build Gala, and now nearly 160,000 SunPower E-Series 435w panels stand on the project's footprint.

Avangrid Renewables, LLC is a subsidiary of AVANGRID, Inc. (NYSE: AGR), a diversified energy and utility company with more than \$31 billion in assets and operations in 27 states. Avangrid Renewables, LLC is headquartered in Portland, Oregon, and has more than \$10 billion of operating assets totaling more than 6 gigawatts of owned and controlled renewable generation capacity, primarily through wind and solar, in 22 states across the United States. For more information, visit www.avangridren.com.

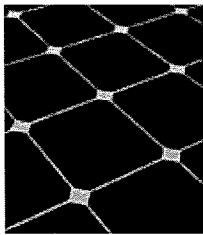


Copper Crossing Solar Ranch



Project Overview

The Copper Crossing Solar Ranch is located in Florence, in Pinal County, Arizona, about 65 miles southeast of Phoenix. The facility began construction in late 2010 and reached



commercial operation in August of 2011. The approximately 66,000 photovoltaic (PV) modules will generate 20 megawatts (MW) of clean, renewable energy and contribute jobs and tax revenue to the local community. SRP (Salt River Project) will purchase all of the solar energy produced at the Copper Crossing Solar Ranch.

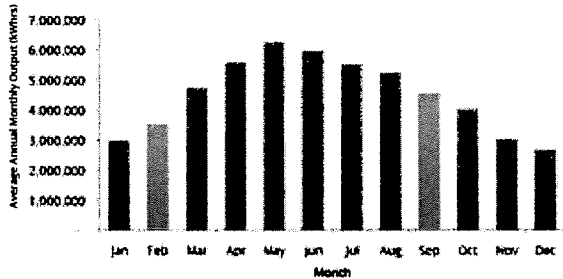
Project Details

Capacity:	20 megawatts (MW)
Technology:	SunPower 320W and 425W panels
Panels:	66,384 panels (10-14 panels per string)
Strings:	5,400
Trackers:	Single axis trackers with 2-4 motors/MW that follow the path of the sun
Inverters:	30 (10 SMA 500CP (Compact Power); 20 SMA 760CP)
Drive motors:	56
Piers:	12,864
Acreage:	144 acres of former agricultural land now owned by SRP
Homes powered:	3,700
Jobs during construction:	200
Local companies employed during construction:	18
Local vendor expenditures during construction:	approximately \$1 million
Estimated annual production:	Over 54,000 MWh

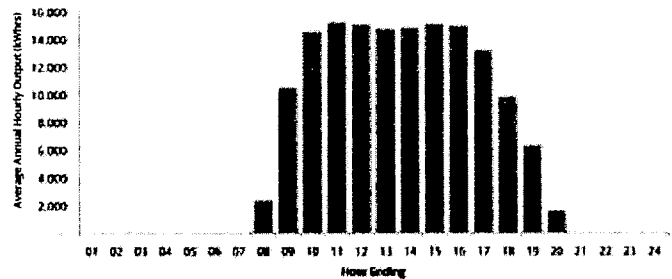


COPPER CROSSING Solar Ranch

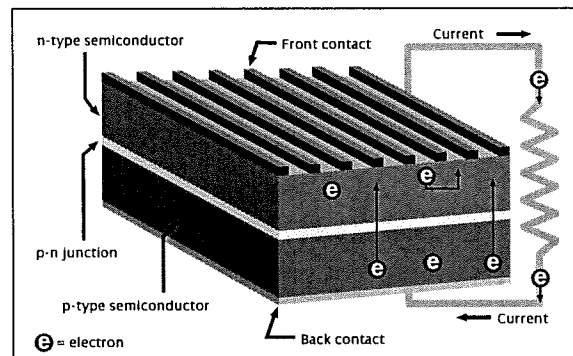
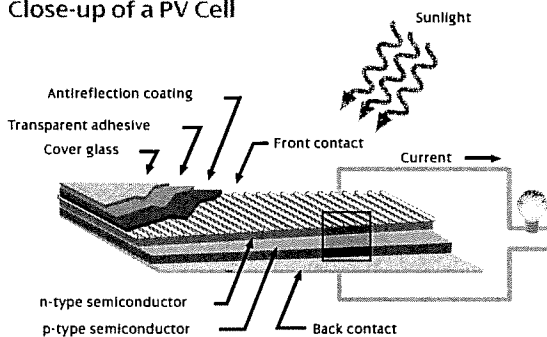
Projected Generation – Monthly



Projected Generation – Hourly



Close-up of a PV Cell



Source: Illustration of a traditional silicon cell from Aaron Thomason/SRPnet.com

How the Energy from the Sun Produces Electricity


The most important components of a PV cell are two layers of semiconductor material generally composed of silicon crystals. On its own, crystallized silicon is not a very good conductor of electricity, but when impurities are intentionally added—a process called doping—the stage is set for creating an electric current. The bottom layer of the PV cell is usually doped with boron, which bonds with the silicon to facilitate a positive charge (P). The top layer is doped with phosphorus, which bonds with the silicon to facilitate a negative charge (N).

The surface between the resulting “p-type” and “n-type” semiconductors is called the P-N junction (see the diagram above). Electron movement at this surface produces an electric field that only allows electrons to flow from the p-type layer to the n-type layer.

When sunlight enters the cell, its energy knocks electrons loose in both layers. Because of the opposite charges of the layers, the electrons want to flow from the n-type layer to the p-type layer, but the electric field at the P-N junction prevents this from happening. The presence of an external circuit, however, provides the necessary path for electrons in the n-type layer to travel to the p-type layer. Extremely thin wires running along the top of the n-type layer provide this external circuit, and the electrons flowing through this circuit provide the cell's owner with a supply of electricity.

Most PV systems consist of individual square cells averaging about four inches on a side. Alone, each cell generates very little power (less than two watts), so they are often grouped together as modules. Modules can then be grouped into larger panels encased in glass or plastic to provide protection from the weather, and these panels, in turn, are either used as separate units or grouped into even larger arrays.

Source: http://www.ucsusa.org/clean_energy/technology_and_impacts/energy_technologies/how-solar-energy-works.html


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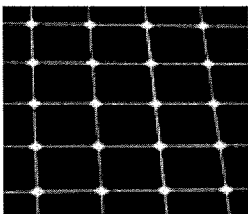
San Luis Valley

Solar Ranch



Project Overview

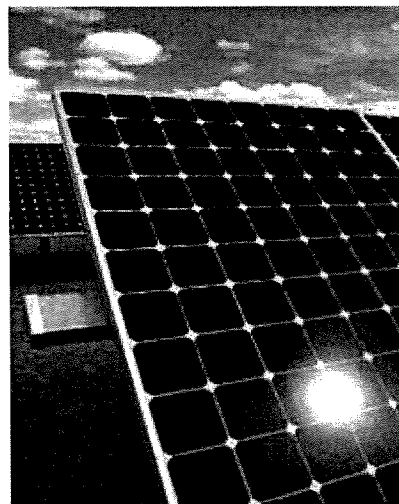
The San Luis Valley Solar Ranch is located near the town of Mosca, in Alamosa County, Colorado. The facility began construction in November, 2010, and reached commercial operation in March



of 2012. The approximately 110,000 photovoltaic (PV) modules will generate 30 megawatts (MW) of clean, renewable energy and contribute jobs and tax revenue to the local community. Xcel Energy will purchase all of the solar energy produced at the San Luis Valley Solar Ranch.

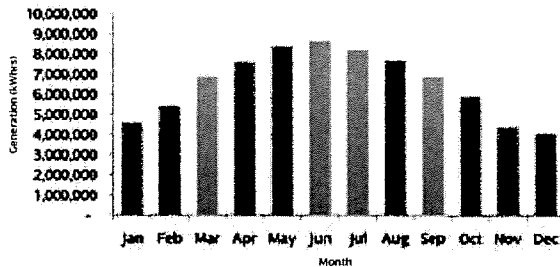
Project Details

Capacity:	30 MW
Technology:	SunPower 320W panels
Panels:	110,000 modules
Trackers:	Single axis trackers with 2-4 motors/MW that follow the path of the sun
Inverters:	19 foundations, each with two SMA 800kw inverters in a full enclosure
Drive Motors:	76
Piers:	22,504
Strings:	8,439
Acreage:	220 acres of former privately owned agricultural land
Homes powered:	7,500
Jobs During Construction:	200
Estimated annual production:	Over 78,000 MWh

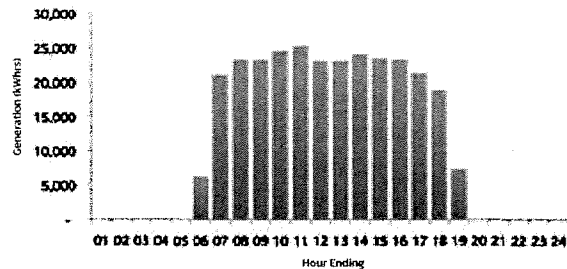


SAN LUIS VALLEY Solar Ranch

Projected Generation – Monthly



Projected Generation – Hourly



Economic and Employment Impact

The San Luis Valley Solar Ranch will have a positive impact on Alamosa County and the state of Colorado. Avangrid Renewables is employing approximately 200 people during development and construction, the majority of which come from local communities. The project also creates jobs up and down the supply chain, like the workers at SMA America in Denver where 260 people are employed manufacturing solar inverters. Between two to four permanent staff will perform maintenance over the life of the project. The project will also positively impact state and local community services for years to come. Local property, state sales and income taxes from the project are estimated to equal \$12 million. This revenue will support schools, health, fire, and other critical services in Alamosa County. Avangrid Renewables will also contribute annually to a community development fund administered by Alamosa County.

Transmission

The San Luis Valley Solar Ranch will connect into the Xcel and Tri-State owned San Luis Valley Substation, located approximately 4.5 miles west of the project site. Avangrid Renewables worked with the San Luis Valley Rural Electric Cooperative to replace the Coop's existing distribution line on the new 115kV transmission line Avangrid Renewables is building from the project site to the substation. This arrangement benefits the residents of Alamosa County by avoiding a need for another transmission line in an already congested corridor.

Technology

Avangrid Renewables is different from many participants in the solar market because it is not a manufacturer of modules - the company manages all renewable energy development and procurement from a technology-neutral perspective. This enables Avangrid Renewables to select the best possible proven technology for each project in order to take advantage of the ongoing improvements in PV technology. Avangrid Renewables has strong relationships with major equipment and component manufacturers in the solar industry and is continuously evaluating the market to determine the best production for the cost—with the goal of passing on cost efficiencies and technology improvement benefits to customers.

Long Term Ownership and Strong Balance Sheet

Avangrid Renewables finances every project on their balance sheet, which means customers never have to face the uncertainty inherent in government loans or third-party project financing. Our strong balance sheet and credit rating is an indication of our ability to thrive even in tough markets and means customers and communities can rely on Avangrid Renewables to be there for the long term. Also, Avangrid Renewables develops and constructs assets to own and operate them for their entire project life. This asset-backed approach helps customers reduce operational and technology risk.



Environmental

Avangrid Renewables fully analyzed environmental impacts during the permitting process. Environmental studies performed included traffic, transportation, geology, biology, hydrology, and visual analyses.

Water

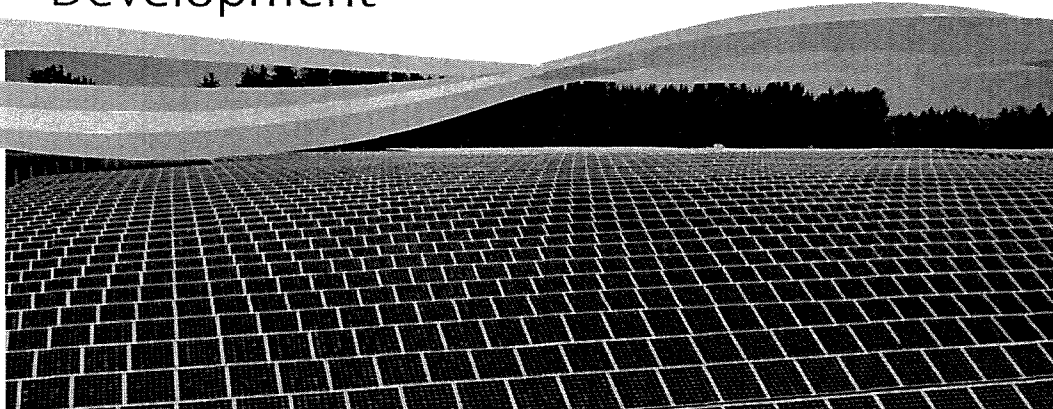
The San Luis Valley Solar Ranch uses significantly less water than the previous agricultural use of the land. A solar project uses water only for personnel stationed at the operations building and possible panel washing.



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Solar Energy Development



Avangrid Renewables is at the forefront of transforming the way the world produces energy. Strongly positioned to develop, build, and operate the clean energy infrastructure of the future, we are already generating power from nearly 60 renewable energy projects in the United States and are helping lead America's transition to a competitive, clean energy future.

Avangrid Renewables, LLC

- Headquartered in Portland, Oregon
- More than \$10 billion of operating assets in 20 U.S. states
- Second-largest provider of clean, renewable wind power in the U.S. with more than 6,000 MW of owned and controlled wind and solar power facilities
- Avangrid Renewables recently changed its legal name from Iberdrola Renewables
- Subsidiary of AVANGRID, Inc. (NYSE: AGR), and part of the Iberdrola Group

AVANGRID, Inc.

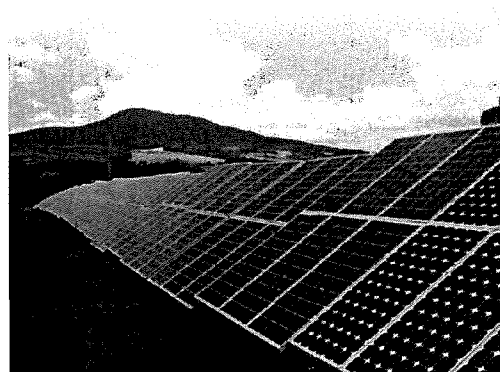
- Diversified energy and utility company
- \$30 billion in assets
- Operations in 25 states



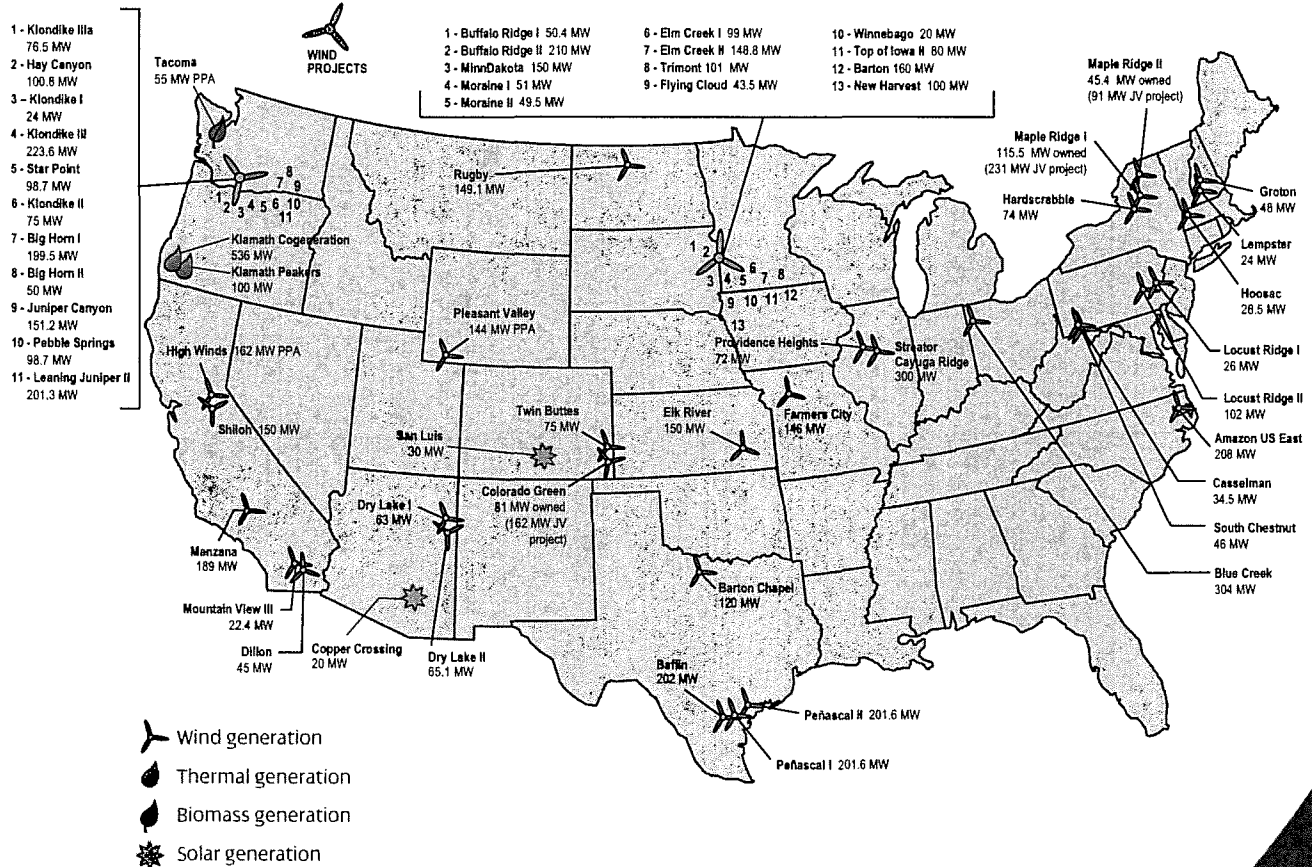
Iberdrola, S. A.

- Largest renewable asset base of any company in the world – more than 14,000 megawatts (MW) of renewable energy spread across a dozen countries.
- 150-year history
- Employs more than 28,000 people in nearly 40 countries
- The environment and sustainable development are at the center of its global strategy

Avangrid Renewables' commitment to renewable energy features a growing solar business. Our expertise as one of the nation's leading wind farm developers has uniquely prepared the company to develop and operate commercial-scale photovoltaic ("PV") projects. We leverage our success working with landowners, government agencies, permitting authorities and customers to thoughtfully and competitively deliver solar projects to the energy grid. The company's development portfolio includes federal, state and private lands for commercial-scale PV projects, and features projects in multiple states either in operation or under construction, along with a significant development pipeline of new projects in permitting across the country.



U.S. Power Assets



Avangrid Renewables works hard to earn the trust and respect of the communities where we do business. We believe in developing and maintaining strong relationships with landowners and local communities, as long-term project ownership is a key part of our strategic business model. We are one of the few vertically integrated developers in the U.S., meaning we develop, build, own and operate these power plants. We take pride in the long-term relationships we've built with thousands of landowners in dozens of communities, and hope to one day be a part of your community too.

Contact Us

To find out more about Avangrid Renewables' solar energy development capabilities, visit www.avangridren.com or one of our social media channels:

- twitter.com/AvangridRen
- facebook.com/AvangridRen
- instagram.com/AvangridRen
- youtube.com/c/AvangridRenewables



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LEADING IN RENEWABLE ENERGY

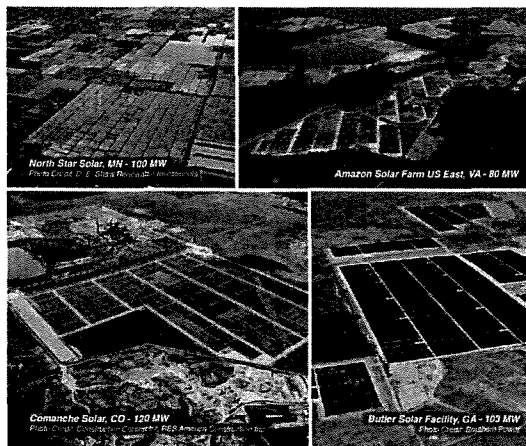
means opening new markets and building new generation.

Community Energy pioneered four of the largest solar projects east of the Rockies to introduce the next generation of affordable, clean power at scale.



Founded with the vision that leading the way on renewable energy pays off now and in the future - for current investors and the next generation. Community Energy has always been in the forefront. Under the leadership of its founders, Community Energy moves clean, renewable power onto the playing field in force.

LEADERS IN CLEAN ENERGY



North Star Solar, MN - 100 MW

Amazon Solar Farm US East, VA - 80 MW

Comanche Solar, CO - 120 MW

Butler Solar Facility, GA - 100 MW

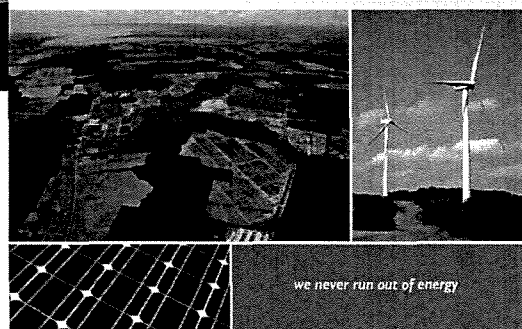


Community Energy Founders
Brenda Adelman and Eric Blank



Main Office: Three Radnor Corporate Center, Suite 200, 100 Henderson Road, Radnor, PA 19087
1151 Pearl Street, Suite 200, Boulder, CO 80303
131 E. Rosemary Street, Suite 301, Chapel Hill, NC 27514

www.communityenergy100.com
1.866.946.3123



we never run out of energy

SCHEDULE E
FORM OF ANNUAL SALES STATUS REPORT

January __, 20__

Re: New Project Verification

Dear _____:

The Montgomery County Industrial Development Agency (the "Agency") is currently providing assistance in connection with your project in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York.

The Agency is required to file an annual report with the New York State Comptroller providing information on its activities, and the activities of projects that are assisted by the Agency. In order for the Agency to compile that report, it is necessary that we obtain information relating to assistance provided and benefits derived from all entities that receive such assistance. Failure by the Agency to file the report information required by New York State could result in the Agency losing its ability to provide future assistance or the entity suffering claw-back provisions and forfeiting benefits previously received. Therefore, it is important that this information be provided in an accurate and timely manner.

Attached please find a questionnaire to be completed and returned to the Agency by _____. If you have any questions regarding the required information, please do not hesitate to call our office.

We appreciate your assistance in this matter. A self-addressed stamped envelope is enclosed for your convenience.

Very truly yours,

Company name and address:

Project Name:

Company contact:

Contact phone number:

(Please-correct any information above)

Financing Information

Has the Agency provided project financing assistance through issuance of a bond or note?

Yes No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued _____
- Outstanding principal balance of such bond or note
at December 31, 20__ _____
- Principal paid during 20__ _____
- Outstanding principal balance of such bond or note
at December 31, 20__ _____

Interest rate on mortgage as of December 31, 20__ _____

Final maturity date of the bond or note _____

Is the Company a not-for-profit? _____

Sales Tax Abatement Information

Did your company receive Sales Tax Abatement on your Project during 20__?

Yes No

If so, please provide the amount of sales tax savings received for each year _____

(A copy of the ST-340 sales tax report submitted to New York State for the reporting period is required to be attached with this report)

Mortgage Recording Tax Information

Did your company receive Mortgage Tax Abatement on your Project during 20__?

Yes No

The amount of the mortgage recording tax that was abated during 20__ : _____

Job Information

Number of full time equivalent employees ("FTE") existing jobs by category **before IDA status**:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Current number of FTE employees for 20__ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Number of FTE jobs **created** during 20__ as a result of the assistance received through the IDA by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Number of FTE jobs **retained** during 20__ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created an internal report verifying the total jobs by employment category as outlined above at the location is required with this submission.

Number of FTE construction jobs created during 20__ _____

Number of FTE construction jobs during 20__ _____

Salary and Fringe Benefits

Is the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created described in the Application still complete, true, and accurate: Yes No

If not, please provide the revised amounts using the table below:

RELATED EMPLOYMENT INFORMATION				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges				
Estimated Number of Employees Residing in the Mohawk Valley Economic Development Region ³				

³ The Mohawk Valley Economic Development Region consists of the following counties: Oneida, Herkimer, Fulton, Montgomery, Schoharie and Fulton.

Capital Investment Information

20__ Capital Investment	_____
Real Estate	_____
Construction	_____
Machinery and Equipment	_____
Other Taxable Expenses	_____
Other Non-Taxable Expenses	_____
Total Capital Investment	_____

Officer's Certification

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of the Uniform Agency Project Agreement dated as of December 1, 2019 by and between the Company and Montgomery County Industrial Development Agency (the "Project Agreement"), including but not limited to the suspension, discontinuance, and potential claw back of financial assistance provided for the project.

Signed: _____
(Authorized Company Representative)

Date: _____

CLOSING ITEM NO.: A-7

SECTION 875 GML RECAPTURE AGREEMENT
[Sales and Use Taxes]

THIS SECTION 875 GML RECAPTURE AGREEMENT (the "Recapture Agreement") dated as of December 1, 2019 is made by and between MOHAWK SOLAR LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware having an office for the transaction of business located at 1125 NW Couch Street, Portland, Oregon (the "Company") and MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York having an office for the transaction of business located at 9 Park Street, Fonda, New York (the "Agency").

WITNESSETH:

WHEREAS, Title I of Article 18 A of the General Municipal Law of the State of New York, as amended (the "Act") was initially enacted into law by Chapter 1030 of the Laws of 1969 of the State of New York (the "State") and has been amended and supplemented from time to time by various laws enacted subsequent thereto; and

WHEREAS, the 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, including industrial pollution control 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 Act further authorizes each such industrial development agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable, to issue its bonds for the purpose of carrying out any of its corporate purposes and, as security for the payment of the principal and redemption price of, and interest on, any such bonds so issued and any agreements made in connection therewith, to mortgage any or all of its facilities and to pledge the revenues and receipts from the leasing of its facilities; and

WHEREAS, the Company has proposed that the Agency undertake the following project (the "Project") for the benefit of the Company: (A) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real

property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Financial Assistance includes but is not limited to an exemption from certain state and local sales and use taxes; and

WHEREAS, in order to provide such financial assistance to the Company under the Act, the Agency requires, among other things, that the Company and the Agency enter into certain lease/leaseback documents and other associated agreements and certificates (collectively, the “Basic Documents”); and

WHEREAS, Section 875 of the Act, as added by the provisions of Chapter 59 of the Laws of 2013 of the State, requires, among other things, that (A) the Agency recover, recapture, receive, or otherwise obtain from an agent, project operator or other person or entity state sales and use exemptions benefits taken or purported to be taken by any such person to which the person is not entitled or which are in excess of the amounts authorized by the Act, (B) the Agency include within its resolutions and basic documents establishing any project or appointing an agent or project operator for any project the terms and conditions in Section 875 of the Act, and (C) every agent, project operator or other person or entity that shall enjoy state sales and use tax exemption benefits provided by the Agency agree to such terms as a condition precedent to receiving or benefiting from such state sales and use exemptions benefits; and

WHEREAS, in order to comply with the provisions of Section 875 of the Act and thus gain the benefits of such Financial Assistance from the Agency to the Company under the Act, the Company is willing to enter into this Recapture Agreement and to grant to the Agency certain security therefor as described herein;

NOW THEREFORE, in consideration of the grant of the Financial Assistance by the Agency with respect to the Project and for other good and valuable consideration, the receipt of which is hereby acknowledged by the Company, the Company hereby represents, warrants, covenants and agrees with the Agency, as follows:

SECTION 1. DEFINITIONS. The following words and terms used in this Recapture Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

“Commissioner” means the Commissioner of Taxation and Finance of the State.

“Completion Date” shall have the meaning assigned to such term in the Basic Documents.

“State Sales and Use Tax” means any sales and compensating use taxes and fees imposed by Article 28 or Article 28-A of the Tax Law, but excluding such taxes imposed in a city by Section 1107 or Section 1107 of such Article 28.

“Tax Law” means the Tax Law of the State of New York, as amended.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Basic Documents.

SECTION 2. REPRESENTATIONS AND WARRANTIES. (A) The Company is a limited liability company duly organized and validly existing under the laws of the Delaware, is qualified and authorized to do business in the State of New York, and has the power to enter into this Recapture Agreement and the

other Basic Documents to which the Company is a party and to carry out its obligations hereunder and thereunder. By proper action of its members, the Company has been duly authorized to execute, deliver and perform this Recapture Agreement and the other Basic Documents to which the Company is a party.

(B) Except as has been heretofore disclosed to the Agency, neither the execution and delivery of this Recapture Agreement or the other Basic Documents to which the Company is a party, the consummation of the transactions contemplated hereby and thereby nor the fulfillment of or compliance with the provisions of this Recapture Agreement or the other Basic Documents to which the Company is a party will (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Company's articles of organization or operating agreement or any other restriction, order, judgment, agreement or instrument to which the Company is a party or by which the Company or any of its Property is bound, or (2) constitute a default by the Company under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon any Property of the Company under the terms of any such instrument or agreement, other than Permitted Encumbrances, or (3) require consent (which has not been heretofore received) under any restriction, agreement or instrument to which the Company is a party or by which the Company or any of its property may be bound or affected, or (4) except with respect to an Article 10 certificate from the New York State Board on Electric Generation Siting and the Environment (which has not been heretofore obtained but which the Company is pursuing), require consent (which has not been heretofore obtained) under or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court (domestic or foreign) having jurisdiction over the Company or any of the Property of the Company.

(C) The completion of the Project by the Agency, providing of the Project Facility by the Agency and the leasing thereof by the Agency to the Company will not result in the removal of a plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State.

(D) This Recapture Agreement and the other Basic Documents to which the Company is a party constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Company, enforceable in accordance with their respective terms.

(E) To the best of the Company's knowledge, there is no action or proceeding pending or threatened by or against the Company by or before any court or administrative agency that would materially adversely affect the ability of the Company to perform its obligations under this Recapture Agreement, and all authorizations, consents and approvals of governmental bodies or agencies, if any, required to be obtained by the Company as of the date hereof in connection with the execution and delivery of this Recapture Agreement or in connection with the performance of the obligations of the Company hereunder have been obtained.

(F) The Company acknowledges receipt of notice of Section 874(8) of the Act, which requires that, if the Company claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Company as agent of the Agency must annually file a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner, of the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency.

(G) The Company understands that:

(1) Pursuant to Section 874 of the Act, the Agency is exempt from certain sales taxes and use taxes imposed by the State and local governments in the State.

(2) Pursuant to Section 874 of the Act, the Project may be exempted from certain of those taxes due to the involvement of the Agency in the Project.

(3) The Agency makes no representations or warranties that any property is exempt from the payment of New York sales or use taxes.

(4) Any exemption from the payment of certain sales taxes and use taxes imposed by the State and local governments in the State resulting from the involvement of the Agency with the Project shall be limited to purchases of services and tangible personal property conveyed to the Agency or utilized by the Agency or by the Company as agent of the Agency as a part of the Project prior to the Completion Date, or incorporated within the Project Facility prior to the Completion Date.

(5) No operating expenses of the Project Facility, and no other purchases of services or property shall be subject to an exemption from the payment of New York sales or use tax.

(6) Pursuant to Section 874(9) of the Act, if the Company claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Agency must file, within thirty (30) days of any appointment of the Company as agent of the Agency for purposes of claiming any sales tax or use tax exemption, with the New York State Department of Taxation and Finance, on a form and in such manner as is prescribed by the Commissioner (the "Thirty-Day Sales Tax Report"), a statement identifying the Company as agent of the Agency, setting forth the taxpayer identification number of the Company, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease.

(7) Pursuant to Section 875(5) of the Act, the Company acknowledges that (a) the Thirty-Day Sales Tax Report shall not be considered an exemption or other certificate or document under Article 28 or Article 29 of the Tax Law, (b) the Agency does not represent to the Company or any other agent, consultant, contractor, subcontractor or other person or entity taking or enjoying any amount of State Sales and Use Tax exemption benefits relating to the Project that a copy of such Thirty-Day Sales Tax Report may serve as a sales or use tax exemption certificate or document, (c) no agent, indirect agent or project operator may tender a copy of such statement to any person required to collect sales or use taxes as the sole basis to make any purchase exempt from tax, (d) no such person required to collect sales or use taxes may accept such a statement in lieu of collecting any tax required to be collected, (e) the civil and criminal penalties for misuse of a copy of such statement alone as an exemption certificate or document or for failure to pay or collect tax shall be as provided in the Tax Law, and (f) the use of such Thirty-Day Sales Tax Report, or the recommendation of the use or tendering of such Thirty-Day Sales Tax Report, as such an exemption certificate or document shall be deemed to be, under Article 28 and Article 37 of the Tax Law, the issuance of a false or fraudulent exemption certificate or document with intent to evade tax.

(8) Pursuant to Section 875(2) of the Act, the Agency must further, within thirty (30) days of providing Financial Assistance to a project that includes any amount of State Sales and Use Tax exemption benefits, report to the Commissioner the amount of such benefits for such project, the project to which they are being provided, together with such other information and such specificity and detail as the Commissioner may prescribe. This additional report (the "Additional

Thirty-Day Project Report”) may be made in conjunction with the Thirty-Day Sales Tax Report or it may be made as a separate report, at the discretion of the Commissioner.

(9) Pursuant to Section 874(8) of the Act, if the Company claims any sales tax exemption by virtue of the Agency’s involvement in the Project, the Company agrees to annually file and cause any sublessee or other operator of the Project Facility to file annually, with the New York State Department of Taxation and Finance, on a form and in such manner as is prescribed by the Commissioner (the “Annual Sales Tax Report”), a statement of the value of all sales and use tax exemptions claimed by the Company and all contractors, subcontractors, consultants and other agents of the Company under the authority granted to the Company pursuant to Section 4.1(E) of the Lease Agreement.

(10) Pursuant to Section 874(8) of the Act, the penalty for failure to file the Annual Sales Tax Report shall be removal of authority to act as agent of the Agency. Additionally, if the Company shall fail to comply with the requirements of this Section 2, the Company shall immediately cease to be the agent of the Agency in connection with the Project.

(11) Pursuant to Section 875(6) of the Act, (a) the Commissioner is authorized to audit the records, actions, and proceedings of the Agency and of its agents and project operators to ensure that the Agency and its agents and project operators comply with all the requirements of Section 875 of the Act, and (b) any information that the Commissioner finds in the course of such audit may be used by the Commissioner to assess and determine state and local taxes of the Agency’s agents or project operators.

(12) Pursuant to Section 875(6) of the Act, (a) the Agency is required to report and make available on the internet copies of its resolutions and agreements appointing an agent or project operator or otherwise related to any project it establishes and (b) the Agency is further required to provide, without charge, copies of all such reports and information to a person who asks for it in writing or in person.

SECTION 3. TERM. This Recapture Agreement shall commence as of the dated date hereof and shall remain in full force and effect until the termination of the term of the Lease Agreement.

SECTION 4. FURNISHING OF INFORMATION TO THE AGENCY. (A) If the Company desires to claim for itself or for any contractor or subcontractor performing work or making purchases in connection with the Project, any sales tax exemption by virtue of the Agency’s involvement in the Project, the Company shall notify the Agency in writing of such desire, and shall furnish to the Agency a completed Thirty-Day Sales Tax Report relating to each such request. If the Agency determines to grant such request by the Company, the Agency shall file the Thirty-Day Sales Tax Report for each request with the State and the Company agrees to assist the Agency in each such filing.

(B) If the request by the Company includes any amount of State Sales and Use Tax exemption benefits, the Company shall notify the Agency in writing of such fact, and shall furnish to the Agency a completed Additional Thirty-Day Project Report relating to the Project upon the request of the Agency. If the Agency determines to grant such State Sales and Use Tax exemption benefits with respect to the Project, the Agency shall file the Additional Thirty-Day Project Report with the State and the Company agrees to assist the Agency in such filing.

(C) Pursuant to the requirements of Section 874(8) of the Act, the Company agrees to file for each calendar year in which purchases are made in connection with the Project an Annual Sales Tax Report with the New York State Department of Taxation and Finance, on a form and in such a manner as is

prescribed by the Commissioner, regarding the value of sales tax exemptions the Company, its agents, consultants, contractors or subcontractors have claimed pursuant to, or as part of, the Financial Assistance provided by the Agency in connection with the Project or otherwise relating to the Project Facility.

(D) The Company agrees to furnish to the Agency a copy of each such Annual Sales Tax Report submitted to the New York State Department of Taxation and Finance by the Company pursuant to Section 874(8) of the Act.

SECTION 5. COMPLIANCE WITH THE PROVISIONS OF SECTION 875 OF THE ACT; RECAPTURE. (A) If the Project includes any amount of State Sales and Use Tax exemption benefits, the Company agrees (1) to comply with the requirements of Section 875 of the Act applicable to the Project and (2) to cause any other agent, consultant, contractor, subcontractor or other person or entity enjoying any amount of State Sales and Use Tax exemption benefits relating to the Project to agree to such terms as a condition precedent to receiving or benefiting from such State Sales and Use Tax exemption benefits.

(B) If the Company or any other agent, consultant, contractor, subcontractor or other person or entity taking or enjoying any amount of State Sales and Use Tax exemption benefits relating to the Project shall have taken or enjoyed any benefits (1) to which such person or entity is not entitled or (2) which are in excess of the amounts authorized by both the Act and the Agency or (3) which are for property or services not authorized by both the Act and the Agency or (4) taken in cases where such person or entity failed to comply with a material term or condition to use property or services in the manner required by this Recapture Agreement and any agreement between the Agency and such person or entity, the Company shall (a) pay, or cause such person or entity to pay, to the Agency the amounts requested by the Agency pursuant to Section 875 of the Act (the "Recapture Amounts") and (b) cooperate, and cause such person or entity to cooperate, with the Agency in the Agency's efforts to recover, recapture, receive, or otherwise obtain such Recapture Amounts.

(C) In connection with the Project, the Company agrees to (1) comply with any rules, regulations, publications or other guidance issued by the Commissioner or the commissioner of economic development implementing the provisions of Section 875 of the Act and of the other sections of the Act relating to any state or local tax or fee, or exemption or exclusion therefrom, that the Commissioner administers and that may be affected by any provision of the Act (the "Required Provisions") and (2) provide to the Agency any information reasonably requested by the Agency to enable the Agency to comply with the Required Provisions.

(D) In the event that the Company or any other agent, consultant, contractor, subcontractor or other person or entity taking or enjoying any amount of State Sales and Use Tax exemption benefits relating to the Project shall be determined by the Agency or the Commissioner to have violated the requirements of the Act, the Tax Law or the Required Provisions, and, as a result of such failure, the Agency (1) determines, after an evaluation by the Agency of its criteria for recapture set forth in the Agency's Policy Respecting Recapture of Project Benefits attached as Schedule B to the Uniform Agency Project Agreement dated as December 1, 2019 by and between the Agency and the Company, that Section 875 of the Act and the provisions of this Recapture Agreement authorize the Agency to seek Recapture Amounts relating thereto from the Company, and (2) demands that the Company pay the Recapture Amounts, the Company shall promptly pay such Recapture Amounts to the Agency, together with interest thereon at the rate of twelve percent (12%) per annum from the date and with respect to the dollar amount for which each such event which precipitated the need to make such Recapture Amount.

(E) Any Recapture Amounts, including any penalties or interest thereon, paid by the Company to the Agency shall be remitted to the State or the County of Montgomery, New York, as appropriate, in the same manner that State Sales and Use Tax receipts are remitted by vendors collecting such tax. The

Company acknowledges and agrees that, in the event the Agency recovers, receives or otherwise obtains any amount of State Sales and Use Tax from the Company, the Agency shall have the obligation to remit same to the Commissioner, together with such information and report that the Commissioner deems necessary to administer payment over of such amounts.

SECTION 6. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Recapture Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Recapture Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any Recapture Amount due and payable by the Company pursuant to the provisions of Section 5(D) of this Recapture Agreement and continuance of said failure for a period of thirty (30) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to pay when due any other amount due and payable by the Company pursuant to the provisions of this Recapture Agreement and continuance of said failure for a period of thirty (30) days after written notice to the Company stating that such payment is due and payable;

(C) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) or paragraph (B) above) and continuance of such failure for a period of sixty (60) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such sixty (60) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said sixty (60) day period and thereafter diligently and expeditiously proceeds to cure the same, such sixty (60) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(D) Any warranty, representation or other statement by or on behalf of the Company contained in this Recapture Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Recapture Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within sixty (60) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 7. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Recapture Agreement, the Agency may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Recapture Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under the Basic Documents. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Basic Documents, among other remedies, the right to terminate the Basic Documents

and convey the Agency's interest in the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State of New York.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Recapture Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 8. PAYMENT OF ATTORNEYS' FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Recapture Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of the Agency's attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 9. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or the Commissioner is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Recapture Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency or any Taxing Entity to exercise any remedy reserved to it in this Recapture Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Recapture Agreement.

(D) No Waiver. In the event any provision contained in this Recapture Agreement should be breached by the Company and thereafter duly waived by the Agency, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Recapture Agreement shall be established by conduct, custom or course of dealing.

SECTION 10. NOTICES. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

IF TO THE COMPANY:

Mohawk Solar LLC
1125 NW Couch Street
Portland, Oregon 97209
Attention: Director, Non-Income Tax

WITH A COPY TO:

Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Matthew S. Moses, Esq.

IF TO THE AGENCY:

Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: A. Joseph Scott, III, Esq.

SECTION 11. BINDING EFFECT. This Recapture Agreement shall inure to the benefit of and shall be binding upon the Agency and the Company and their respective successors and permitted assigns.

SECTION 12. SEVERABILITY. In the event any provision of this Recapture Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 13. AMENDMENTS. CHANGES AND MODIFICATIONS. This Recapture Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

SECTION 14. EXECUTION OF COUNTERPARTS. This Recapture Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15. APPLICABLE LAW. This Recapture Agreement shall be governed exclusively by the applicable laws of the State of New York.

SECTION 16. SURVIVAL OF OBLIGATIONS. This Recapture Agreement shall survive the performance of the obligations of the Company to make payments required by the other Basic Documents and all indemnities shall survive any termination or expiration of the Basic Documents as to matters occurring during the period of the Company's occupancy of the Project Facility.

SECTION 17. SECTION HEADINGS NOT CONTROLLING. The headings of the several sections in this Recapture 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 Recapture Agreement.

SECTION 18. MERGER OF THE AGENCY. (A) Nothing contained in this Recapture Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to, any other body corporate and politic and public instrumentality of the State of New York or political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all the agreements and conditions of this Recapture Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

(B) As of the date of any such consolidation, merger or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger or assignment as the Company reasonably may request.

SECTION 19. NO ASSIGNMENT. This Recapture Agreement may not be assigned by the Company except as permitted by Section 8.4 and Article IX of the Lease Agreement.


SECTION 20. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 21. SUCCESSORS AND ASSIGNS. The rights and obligations of the Company hereunder shall be binding upon and inure to the benefit of its respective successors and assigns.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Company and the Agency have caused this Recapture Agreement to be executed and delivered in their respective names by their respective duly authorized officers, all as of the day and year first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

IN WITNESS WHEREOF, the Company and the Agency have caused this Recapture Agreement to be executed and delivered in their respective names by their respective duly authorized officers, all as of the day and year first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

LEGAL
IN

BY: _____
Authorized Representative

BY: _____
Authorized Representative

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

On the 12th day of December, in the year 2019, before me, the undersigned, personally appeared MATTHEW BECK, 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.



Notary Public

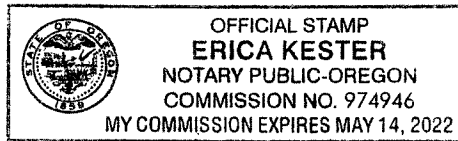
A. Joseph Scott, III
Notary Public, State of New York
Qualified in Albany County
No. 02SC4811591
Commission Expires December 31, 2022

)

)ss:

)

On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared STEVE KRUMP, 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.



Arica Oster
Notary Public

Notary Public

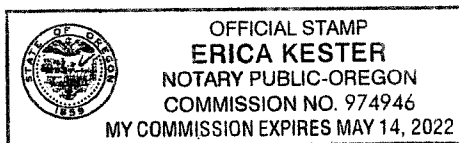
STATE OF OREGON)
)ss:
COUNTY OF MULTNOMAH)

)

)SS:

)

On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared JESSE GRONNER, 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.



Grice / Costen

Notary Public

CLOSING ITEM NO.: A-8

CLOSING RECEIPT

LEASE/LEASEBACK TRANSACTION
MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY
MOHAWK SOLAR LLC PROJECT

CLOSING RECEIPT, executed this 20th day of December, 2019, by MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the “Agency”) and MOHAWK SOLAR LLC (the “Company”).

WITNESSETH:

Capitalized terms used herein which are not otherwise defined herein and which are defined in the lease agreement dated as of December 1, 2019 (the “Lease Agreement”) by and between the Agency and the Company shall have the meanings ascribed to them in the Lease Agreement, except that, for purposes of this Closing Receipt, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this Closing Receipt and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this Closing Receipt and not as of any future date or to any successor or assign.

(1) The Agency (A) has executed, delivered and acknowledged, where appropriate, the Basic Documents to which it is a party, (B) acknowledges receipt of the Basic Documents duly executed and acknowledged, where appropriate, by the Company and (C) acknowledges receipt from the Company of the Agency’s administrative fee relating to the Project.

(2) The Company (A) has executed, delivered and acknowledged, where appropriate, the Basic Documents to which it is a party and (B) acknowledges receipt of the Basic Documents duly executed and acknowledged by the Agency, where appropriate.

IN WITNESS WHEREOF, the Agency and the Company have caused this Closing Receipt to be executed in their respective names by their duly authorized officers and dated as of the day and year set forth above.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
Authorized Officer

MOHAWK SOLAR LLC

BY: Avangrid Renewables, LLC,
An Oregon limited liability company,
Its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

IN WITNESS WHEREOF, the Agency and the Company have caused this Closing Receipt to be executed in their respective names by their duly authorized officers and dated as of the day and year set forth above.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

BY: Avangrid Renewables, LLC,
An Oregon limited liability company,
Its Manager and Sole Member

LEGAL
72

BY: _____
Authorized Representative

BY: _____
Authorized Representative

CLOSING ITEM NO.: B-1

GENERAL CERTIFICATE
OF
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

This certificate is made in connection with the execution by Montgomery County Industrial Development Agency (the "Agency") of a lease agreement dated as of December 1, 2019 (the "Lease Agreement") by and between Mohawk Solar LLC (the "Company"), as landlord, and the Agency, as tenant, the Memorandum of Lease Agreement, the Underlying Lease, the Memorandum of Underlying Lease, the Payment in Lieu of Tax Agreement, the Uniform Agency Project Agreement, the Section 875 GML Recapture Agreement (as each of said documents is defined in the Lease Agreement) and any other document to be executed by the Agency (all of the preceding documents being collectively referred to as the "Agency Documents") in connection with the undertaking by the Agency of a project (the "Project") consisting of the following: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company pursuant to the terms of the Lease Agreement.

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

THE UNDERSIGNED OFFICER OF THE AGENCY HEREBY CERTIFIES THAT:

1. I am an officer of the Agency and am duly authorized to execute and deliver this certificate in the name of and on behalf of the Agency.
2. The Agency is a corporate governmental agency constituting a public benefit corporation of the State of New York (the "State") duly established under Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act"), and Chapter 666 of the Laws of 1970 of the State, as amended, constituting Section 895-d of said General

Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"). A copy of Chapter 666 of the Laws of 1970 of the State is attached hereto as Exhibit A.

3. The Agency (A) has full legal power and authority to own its Properties, conduct its business, execute, deliver and perform its obligations under each of the Agency Documents and (B) has taken all actions and obtained all approvals required in connection therewith by the Act and any other applicable laws and regulations.

4. Under the Act, it is the purpose of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, and research facilities, including commercial facilities, and the Agency has the power to acquire, construct, reconstruct, lease, sell, improve, maintain, equip or furnish certain properties, including commercial facilities.

5. Pursuant to the Act, the governing body of Montgomery County, New York, for whose benefit the Agency was established filed or caused to be filed within six (6) months after the effective date of such Chapter 666 of the Laws of 1970 of the State, in the office of the New York State Department of State, Miscellaneous Records Unit, the Certificate of Establishment of the Agency pursuant to Section 856(1)(a) of the New York General Municipal Law. The Certificate of Establishment of the Agency described in the preceding sentence also named the members and officers of the Agency as appointed by the governing body of Montgomery County, New York. Attached hereto as Exhibit B is a certified copy of said Certificate of Establishment of the Agency and certificates of appointment relating to all of the current members of the Agency.

6. The current members and officers of the Agency are as follows: Matthew Beck, Chairman, Carol Shineman, Vice Chairman, Robert Harris, Treasurer, Amanda J. Auricchio, Member, Mark Kowalczyk, Member, Laurie Weingart, Member, Kenneth F. Rose, Chief Executive Officer and Sheila Snell, Chief Financial Officer. The foregoing named individuals constitute all of the members of the Agency; each of such individuals was and is duly appointed, qualified and acting as such member; each of such individuals who is indicated as an officer of the Agency was and is duly elected or appointed, qualified and acting as such officer; and each of such individuals has been a member of the Agency since at least October 1, 2019.

7. Attached hereto as Exhibit C is a true, correct and complete copy of the by-laws of the Agency, together with all amendments thereto or modifications thereof; and said by-laws as so amended and modified are in full force and effect in accordance with their terms as of the date of this certificate.

8. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Agency in order to carry out, give effect to and consummate the transactions contemplated by the Agency Documents have been duly authorized by all necessary action of the Agency. The Agency Documents are in full force and effect on and as of the date hereof, and no authority for the execution, delivery or performance of the Agency Documents has been repealed, revoked or rescinded.

9. The execution, delivery and performance of the Agency Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each by the Agency do not and will not (A) violate the Act or the by-laws of the Agency, (B) require consent under (which has not heretofore been received) or result in a breach of or default under any credit agreement, purchase agreement, indenture, mortgage, deed of trust, commitment, guaranty, lease or other agreement or instrument to which the Agency is a party or by which the Agency may be bound or affected, or (C) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental

instrumentality or court, domestic or foreign, having jurisdiction over the Agency or any of the Property of the Agency.

10. The Agency has duly authorized the taking of and has taken any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Agency Documents.

11. Each of the representations and warranties of the Agency contained in each of the Agency Documents is true, accurate and complete on and as of the date of this certificate with the same force and effect as though such representations and warranties were made on and as of the date hereof.

12. 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 our knowledge, threatened against or affecting the Agency (nor, to our knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect (A) the transactions contemplated by the Approving Resolution (as hereinafter defined), (B) the validity or the enforceability of the Approving Resolution or the Agency Documents or the transactions contemplated therein, or (C) the existence or organization of the Agency.

13. The Agency Documents have been each duly executed, acknowledged, where appropriate, and delivered on behalf of the Agency by the Chairman or Vice Chairman of the Agency; the signature of said officer thereon is the genuine signature of such officer; and said executed Agency Documents are in substantially the same form as the forms thereof presented to the members of the Agency and approved by the Approving Resolution.

14. Pursuant to a resolution adopted by the members of the Agency on May 17, 2018 (the "Public Hearing Resolution"), the Agency authorized the Chief Executive Officer to conduct a public hearing with respect to the Project. Attached hereto as Exhibit D is a certified copy of the Public Hearing Resolution.

15. Attached hereto as Exhibit E is proof of mailing of notice of the public hearings, held with respect to the Project (collectively, the "Public Hearings"), to the chief executive officers of the "affected tax jurisdictions" with respect to the Project (as such quoted term is defined in Section 854(16) of the Act).

16. Attached hereto as Exhibit F is an affidavit of publication of the notices of the Public Hearings pursuant to Section 859-a of the Act.

17. Attached hereto as Exhibit G are proofs of posting of the notices of Public Hearings.

18. Attached hereto as Exhibit H are the reports of the Public Hearings (the "Report").

19. Pursuant to a resolution adopted by the members of the Agency on December 20, 2018, (the "SEQR Resolution"), the Agency determined that as a result of the Company having submitted a preliminary scoping statement, among other materials, documents, status reports, and filing letters, to the New York State Board on Electric Generation Siting and the Environment with respect to the Project pursuant to Article 10 of the Public Service Law of the State of New York, as amended ("Article 10"), the Project is exempt from review under SEQRA pursuant to the provisions of Article 10 and therefore no SEQRA review is required. Attached hereto as Exhibit I is a certified copy of the SEQR Resolution.

20. By resolution adopted by the members of the Agency on December 20, 2018 (the "PILOT Deviation Approval Resolution"), the Agency determined to deviate from the Agency's uniform tax

exemption policy with respect to the Project. Attached as Exhibit J is a certified copy of the PILOT Deviation Approval Resolution.

21. Attached hereto as Exhibit K is a true, correct and complete copy of the resolution of the members of the Agency adopted on December 20, 2018 (the “Approving Resolution”) approving and authorizing execution by the Agency of the Agency Documents. Such Approving Resolution was duly adopted by the members of the Agency, has not been amended or modified since its adoption and is in full force and effect as of the date of this certificate in accordance with its terms.


22. The Agency is not contemplating instituting bankruptcy, insolvency or similar proceedings against itself.

23. The Agency has complied with all of the agreements and satisfied all of the conditions on its part to be performed and satisfied by the terms of the Agency Documents on or prior to the Closing Date.

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IN WITNESS WHEREOF, I have hereunto set my signature as Chairman of the Agency this 20th day of December, 2019.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
Chairman

The undersigned, A. Joseph Scott, III, Esq., counsel for the Agency, hereby certifies that the signature of the officer of the Agency subscribed to and contained in the foregoing General Certificate of the Agency is true and genuine.

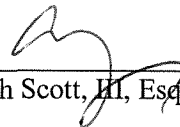

A. Joseph Scott, III, Esq.

EXHIBIT A

CHAPTER 666 OF THE LAWS OF 1970

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
March 29, 2019.

A handwritten signature in black ink, appearing to read "Whitney Clark".

Whitney Clark
Deputy Secretary of State for Business and
Licensing Services

LAWS OF NEW YORK.—By Authority

CHAPTER 666

AN ACT to amend the general municipal law, in relation to creating and establishing the Montgomery county industrial development agency, and providing for its functions, powers and duties

Became a law May 8, 1970, with the approval of the Governor. Passed on Home Rule request pursuant to article IX, section 2(b) (2) of the Constitution by a majority vote, three-fifths being present

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The general municipal law is hereby amended by inserting in title two of article eighteen-A, a new section, to be section eight hundred ninety-five-d, to read as follows:

§ 895-d. *Montgomery county industrial development agency. For the benefit of the county of Montgomery and the inhabitants thereof, an industrial development agency, to be known as the MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, is hereby established for the accomplishment of any or all of the purposes specified in title one of article eighteen-A of this chapter. It shall constitute a body corporate and politic, and be perpetual in duration. It shall have the powers and duties now or hereafter conferred by title one of article eighteen-A of this chapter upon industrial development agencies. It shall be organized in a manner prescribed by and be subject to the provisions of title one of article eighteen-A of this chapter. Its members shall be appointed by the governing body of the county of Montgomery. The agency, its members, officers and employees and its operations and activities shall in all respects be governed by the provisions of title one of article eighteen-A of this chapter. Any agreement as made between agency and project occupant regarding fees shall be subject to the approval of the Board of Supervisors of Montgomery County.*

§ 2. This act shall take effect immediately.

EXPLANATION — Matter in *italics* is new; matter in brackets [] is old law to be omitted.

STATE OF NEW YORK }
Department of State } ss:

I have compared the preceding with the original law on file in this office, and do hereby certify that the same is a correct transcript therefrom and of the whole of said original law.

JOHN P. LOMENZO
Secretary of State

EXHIBIT B

CERTIFICATE OF ESTABLISHMENT OF THE AGENCY AND
CERTIFICATES OF APPOINTMENT OF CURRENT MEMBERS

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
March 29, 2019.

A handwritten signature in black ink that reads "Whitney Clark". The signature is written in a cursive style.

Whitney Clark
Deputy Secretary of State for Business and
Licensing Services

STATE OF NEW YORK
DEPARTMENT OF STATE
SEP 22 1970

CERTIFICATE
OF
ESTABLISHMENT
OF
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

For Filing
With
Secretary of State

John P. ...
Secretary of State

---THIS IS TO CERTIFY that the Montgomery County Industrial Agency has been established by special act of the New York State Legislature, and the following is set forth pursuant to Section 856 of the New York State Industrial Development Agency Act:

(1) The special act establishing the agency was passed on May 8, 1970 by Chapter 666 of the Laws of 1970 which became effective May 8, 1970.

(2) The name of the agency is:

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(3) The names of the members of the Agency, their Chairman, and their terms of office are as follows:

<u>NAME</u>	<u>TERM OF OFFICE EXPIRES</u>
F. RAYMOND GOLLER, Chairman	At pleasure of Montgomery County Board of Supervisors
EDWARD L. WILKINSON, Member	At pleasure of Montgomery County Board of Supervisors
HARVEY SMITH, Member	At pleasure of Montgomery County Board of Supervisors
GLENN MATHIASSEN, Member	At pleasure of Montgomery County Board of Supervisors
HAROLD L. PHILBROOK, Member	December 31, 1971

(4) The facts establishing the need for such Agency in the municipality are as follows:

(a) To insure and promote the economic stability and growth of Montgomery County.

(b) To enable 100% financing of new industry and expansion of existing industry in certain instances.

(c) Provide additional new employment opportunities to stem out-migration of the County's labor force.

(d) Provide new job opportunities paying better than minimum wages.

(e) Combat the under-employment of sections of the present labor force.

THE BOARD OF SUPERVISORS OF
THE COUNTY OF MONTGOMERY

By

Joseph Dylong
Joseph Dylong, Clerk

(SEAL)

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED SEP 29 1970

John F. Lomax

Secretary of State

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
April 3, 2019.

A handwritten signature in black ink that reads "Whitney Clark".

Whitney Clark
Deputy Secretary of State for Business and
Licensing Services



RESOLUTION NO. 123 of 2018

DATED: May 22, 2018

RESOLUTION APPOINTING MEMBER TO THE MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND CAPITAL RESOURCE CORPORATION (ECONOMIC DEVELOPMENT AND PLANNING)

Resolution by Legislator: Kelly

Seconded by: Wilson

WHEREAS, pursuant to General Municipal Law § 856 an Industrial Development Agency shall consist of not less than three nor more than seven members who shall be appointed by the governing body of each municipality and who shall serve at the pleasure of the appointing authority; and

WHEREAS, such members shall receive no compensation for their services; and

WHEREAS, the current Montgomery County Industrial Development Agency Board of Directors consists of the following:

NAME:	TITLE:
John McGlone	Chairperson
Matthew Beck	Vice Chair
Carol Shineman	Secretary
Robert Harris	Treasurer
Mark Kowalczyk	Member
John Snyder	Member
Vacant	Member

FILED
STATE RECORDS

JUN 08 2018

DEPARTMENT OF STATE

WHEREAS, one vacancy exists on the Montgomery County Industrial Development Agency and Montgomery County Capital Resource Corporation's Board of Directors; and

RESOLVED, that the Montgomery County Legislature, in accordance with General Municipal Law 895-D, hereby appoints Amanda J. Auricchio, Esq. as a member of the Montgomery County Industrial Agency Board of Directors; and

FURTHER RESOLVED, that said appointee shall serve at the pleasure of the Montgomery County Legislature.

RESOLUTION VOTE, passed with Aye(9). (5/22/2018)

Statement of Legislative and Financial Impact:

I. Nature of Request:

RESOLUTION APPOINTING MEMBER TO THE MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

II. Justification:

A vacancy exists on the Montgomery County Industrial Development Agency Board of Directors.

III. Legislative Impact:

Pursuant to General Municipal Law § 856, an Industrial Development Agency shall consist of not less than three nor more than seven members who shall be appointed by the governing body of each municipality and who shall serve at the pleasure of the appointing authority

IV. Financial Impact:

Pursuant to General Municipal Law § 856 members shall not be compensated for their services.

cc: County Clerk
County Treasurer
Economic Development/Planning Director

Voting Record

Kelly	(R)	Yes
Sweet	(R)	Yes
Dimond	(D)	Yes
Headwell, Jr.	(R)	Yes
Wilson	(R)	Yes
Duchess	(D)	Yes
Pepe	(R)	Yes
Isabel	(D)	Yes
Purtell	(D)	Yes

STATE OF NEW YORK County of Montgomery ss.:

This is to certify that I, the Undersigned, Clerk Of The Montgomery County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in the office, and which was passed by the Montgomery County Legislature on the 22nd day of May, 2018, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have set my hand and the official seal of the Montgomery County Legislature this 30th day of May, 2018

Totals:	Aye:	9
	Nay:	0
	Abstained:	0
	Absent:	0

Cheryl A. Reese

This resolution was approved by the County Executive and was enacted on 5/30/2018

**FILED
STATE RECORDS**

JUN 08 2018

DEPARTMENT OF STATE

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
May 9, 2019.

A handwritten signature in black ink that reads "Whitney Clark". The signature is written in a cursive style.

Whitney Clark
Deputy Secretary of State for Business and
Licensing Services

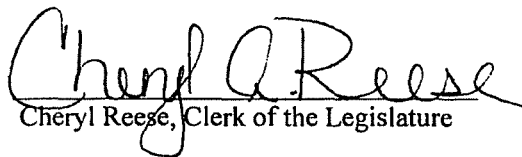
FILED
STATE RECORDS

MAY 09 2019

DEPARTMENT OF STATE

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Certificate of Appointment

This is to certify that on March 23, 2019 by motion adopted by the Montgomery County Legislature pursuant to the provisions of Section 856 of General Municipal Law, Laurie L. Weingart was duly appointed a Member of the Montgomery County Industrial Development Agency to serve at the pleasure of the Montgomery County Legislature.


Cheryl Reese, Clerk of the Legislature

DATED: 5/2/2019

(SEAL)

EXHIBIT C

BY-LAWS OF THE AGENCY

BY-LAWS
OF
THE MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ARTICLE I
THE AGENCY

Section 1. Name. The name of the Agency shall be the Montgomery County Industrial Development Agency.

Section 2. Seal of Agency. The seal of the Agency shall be in the form of a circle and shall bear the name of the Agency and the year of its organization.

Section 3. Office of Agency. The office of the Agency shall be at Old County Courthouse, P.O. Box 1500, Fonda, New York, but the Agency may have other offices at such other places as the Agency may from time to time designate by resolution.

ARTICLE II
OFFICERS

Section 1. Officers. The officers of the Agency shall be a Chairman, a Vice Chairman, a Secretary, a Treasurer, an Assistant Secretary-Assistant Treasurer.

Section 2. Chairman. The Chairman shall preside at all meetings of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman shall sign all agreements, contracts, deeds, bonds or other evidences of indebtedness and any other instruments of the Agency. At each meeting the Chairman shall submit such recommendations and information as he may consider proper concerning the business, affairs and policies of the Agency.

Section 3. Vice Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman, the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Agency shall appoint a new Chairman.

Section 4. Secretary. The Secretary shall keep the records of the Agency, shall act as Secretary of the meetings of the Agency and record all votes, and shall keep a record of the proceedings of the Agency in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his office. He shall keep in safe custody the seal of the Agency and

shall have power to affix such seal to all contracts and other instruments authorized to be executed by the Agency.

Section 5. Treasurer. The Treasurer shall have the care and custody of all funds of the Agency and shall deposit the same in the name of the Agency in such bank or banks as the Agency may select. The Treasurer shall sign all checks for the payment of money; and shall pay out and disburse such moneys under the direction of the Agency except as otherwise authorized by resolution of the Agency, all such checks shall be countersigned by the Chairman. In the event of the absence or incapacity of the Chairman, the Vice Chairman is authorized to countersign any checks prepared by the Treasurer. He shall keep regular books of accounts showing receipts and expenditures and shall render to the Agency at each regular meeting an account of his transactions and also of the financial condition of the Agency. He shall give such bond for the faithful performance of his duties as the Agency may determine.

Section 6. Assistant Secretary-Assistant Treasurer. The Assistant Secretary-Assistant Treasurer shall perform the duties of the Secretary and/or Treasurer in the absence or incapacity of either; and in case of the resignation or death of either, shall perform such duties as are imposed until such time as the Agency shall appoint a replacement.

Section 7. Additional Duties. The officers of the Agency shall perform such other duties and functions as may from time to time be required by the Agency, by the bylaws of the Agency, or by the rules and regulations of the Agency. In the absence or incapacity of the Treasurer, each officer of the Agency may countersign with the Chairman and with such countersignature of the Chairman shall have (1) the power to sign all checks of the Agency for the payment of money, (2) the power to pay out and disburse such moneys under the direction of the Agency, and (3) the care and custody of all funds of the Agency and the power to deposit the same in the name of the Agency in such bank or banks as the Agency may select.

Section 8. Appointment of Officers. All officers of the Agency except the first Chairman shall be elected at the annual meeting of the Agency from among the members of the Agency, and shall hold office for one year or until the successors are appointed.

Section 9. Vacancies. Should any office become vacant, the Agency shall elect a successor from among its membership at the next regular meeting, and such appointment shall be for the unexpired term of said office.

Section 10. Administrative Director. An Administrative Director shall be appointed by the Agency, and shall have general supervision over the administration of the business and affairs of the Agency, subject to the direction of the Agency. He shall be charged with the management of all projects of the Agency. The Agency shall provide for the duties and compensation of the Administrative Director pursuant to a written contract.

Section 11. Consultants. The Agency may from time to time employ consultants. Such consultants shall have such duties and have such compensation as provided by written contract with the Agency.

Section 12. Additional Personnel. The Agency may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the New York State Industrial Development Act, as amended, and all other laws of the State of New York applicable thereto. The selection and compensation of all personnel including the Administrative Director shall be determined by the Agency subject to the laws of the State of New York.

ARTICLE III

MEETINGS

Section 1. Annual Meetings. The annual meeting of the Agency will be held on the 3rd Wednesday of April at a time to be determined by the Chairman at the regular meeting place of the Agency or such other place as designated by the members. In event such day shall fall on a legal holiday, the annual meeting shall be held as soon thereafter as is practicable but not later than June 1.

Section 2. Regular Meetings. Regular meetings of the Agency will be held with notice at such times and places as from time to time may be determined by resolution of the Agency and in accordance with New York law.

Section 3. Special Meetings. The Chairman of the Agency may, as he deems it desirable, and shall, upon the written request of the members of the Agency call a special meeting of the Agency for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Agency or may be mailed to the business or home address of each member of the Agency at least two days prior to the date of such special meeting. Waivers of notice may be signed by any members failing to receive proper notice. At such special meeting, no business shall be considered other than as designated in the call, but if all the members of the Agency are present at a special meeting, with or without notice thereof, any and all business may be transacted at such special meeting.

Section 4. Quorum. At all meetings of the Agency, a majority of the members of the Agency shall constitute a quorum for the purpose of transacting business.

Section 5. Order of Business. At the regular meetings of the Agency the following shall be the order of business:

1. Roll Call
2. Reading and approval of the minutes of the previous meeting

3. Bills and communications
4. Report of the Treasurer
5. Reports of Committees
6. Unfinished business
7. New Business
8. Adjournment

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Agency.

Section 6. Manner of Voting. The voting on all questions coming before the Agency shall be by roll call, and yeas and nays shall be entered on the minutes of such meeting, except in the case of appointments when the vote may be by ballot.

ARTICLE IV

AMENDMENTS

Section 1. Amendments to By-Laws. The by-laws of the Agency shall be amended only with the approval of at least a majority of all the members of the Agency at a regular or a special meeting, but no such amendment shall be adopted unless at least seven days written notice thereof has been previously given to all members of the Agency.

In effect as of _____.

EXHIBIT D

PUBLIC HEARING RESOLUTION

**PUBLIC HEARING RESOLUTION
MOHAWK SOLAR LLC PROJECT**

A regular meeting of Montgomery County Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at the Old County Courthouse, 9 Park Street, Fonda, New York on May 17, 2018 at 4:30 p.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

John McGlone	Chairman
Matthew Beck	Vice Chair
Robert Harris	Treasurer
Carol Shineman	Secretary
Mark Kowalczyk	Member
John Snyder	Member

ABSENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Michele Pawlik	Economic Development Program Assistant
Andrew Santillo	Staff Assistant
A. Joseph Scott, III, Esq.	Agency Counsel

The following resolution was offered by Matthew Beck, seconded by Carol Shineman, to wit:

Resolution No. 18-08

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OF MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO HOLD A PUBLIC HEARING OR HEARINGS REGARDING A PROPOSED PROJECT TO BE UNDERTAKEN FOR THE BENEFIT OF MOHAWK SOLAR LLC.

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State

of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, on or about May 4, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to Section 859-a of the Act, prior to the Agency providing any "financial assistance" (as defined in the Act) of more than \$100,000 to any Project, the Agency, among other things, must hold a public hearing with respect to the Project; and

WHEREAS, the Agency desires to provide for compliance with the provisions of Section 859-a of the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby authorizes the Agency staff, after consultation with the members of the Agency and Agency Counsel, (A) to establish the time, date and place for a public hearing or hearings of the Agency (as determined by the Agency) to hear all persons interested in the Project, said public hearing or hearings to be held in the Town of Canajoharie, Montgomery County, New York and/or in the Town of Minden, Montgomery County, New York; (B) to cause notice of such public hearing or hearings to be given to the public by publishing a notice of such public hearing or hearings in newspapers of general circulation to available to the residents of the governmental units where the Project Facility is or is to be located, such notice to comply with the requirements of Section 859-a of the Act and to be published no fewer than ten (10) days prior to the date established for such public hearing or hearings; (C) to cause notice of said public hearing or hearings to be given to the chief executive officer of the county and each city, town, village and school district in which the Project Facility is or is to be located no fewer than ten (10) days prior to the date established for said public hearing or hearings; (D) to conduct such public hearing or hearings; and (E) to cause a report or reports of said public hearing or hearings fairly summarizing the views presented at said public hearing or hearings to be promptly prepared.

Section 2. Any action taken by the Agency staff in connection with the public hearing or hearings with respect to the Project prior to the date of this Resolution is hereby ratified and confirmed.

Section 3. The Chairman, Vice Chairman and/or the Agency staff are hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 4. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

John McGlone	VOTING	YES
Matthew Beck	VOTING	YES
Robert Harris	VOTING	YES
Carol Shineman	VOTING	YES
Mark Kowalczyk	VOTING	YES
John Snyder	VOTING	YES

The foregoing Resolution No. 18-08 was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

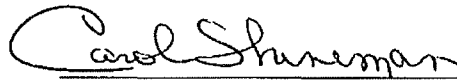
STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

I, the undersigned Secretary of Montgomery County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on May 17, 2018 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 17th day of May, 2018.



Secretary

(SEAL)

EXHIBIT E

PROOF OF MAILING OF NOTICES OF PUBLIC HEARINGS

AFFIDAVIT OF MAILING
OF NOTICES OF PUBLIC HEARINGS
ON PROPOSED PROJECT AND FINANCIAL ASSISTANCE
RELATING THERETO

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

The undersigned, being duly sworn, hereby states:

1. That on October 10, 2018, I mailed to the following individuals copies of the notices of public hearings, each entitled "Notice of Public Hearing on Proposed Project and Financial Assistance Relating Thereto" (collectively, the "Notices of Hearings"), relating to the proposed Mohawk Solar LLC Project to be undertaken by Montgomery County Industrial Development Agency for the benefit of Mohawk Solar LLC:

Robert Headwell, Jr., Chairman
Montgomery County Legislature
64 Broadway
Fonda, New York 12068-1500

Matthew L. Ossenfort, Montgomery County Executive
20 Park Street, P.O. Box 1500
Fonda, New York 12068

Peter Vroman, Supervisor
Town of Canajoharie
12 Mitchell Street
Canajoharie, New York 13317

Cheryl A. Reese, Supervisor
Town of Minden
Municipal Town Building
134 State Highway 80
Fort Plain, New York 13339

Deborah Grimshaw, Superintendent
Canajoharie Central School District
136 Scholastic Way
Canajoharie, New York 13317

David Ziskin Ed. D, Superintendent
Fort Plain Central School District
25 High Street
Fort Plain, New York 13339

Mark Brody, Board President
Canajoharie Central School District
136 Scholastic Way
Canajoharie, New York 13317

Ronald Kardash, Board President
Fort Plain Central School District
25 High Street
Fort Plain, New York 13339

2. That the notices of hearings attached hereto as Exhibit A are duplicate copies of the Notices of Hearings which were mailed to the above individuals.

IN WITNESS WHEREOF, I have hereunto set my hand this 10 day of October, 2018.

Kenneth T. Rome

Sworn to before me this
10th day of October, 2018.


Notary Public

SHAWN J. BOWERMAN
Notary Public, State of New York
Qualified in Montgomery County
No. 01806012042

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

9 Park Street
PO Box 1500
Fonda, New York 12068
TEL: (518) 853-8834
FAX: (518) 853-8336

October 10, 2018

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Robert Headwell, Jr., Chairman
Montgomery County Legislature
64 Broadway
Fonda, New York 12068-1500

Matthew L. Ossenfort
Montgomery County Executive
20 Park Street
P.O. Box 1500
Fonda, New York 12068

Peter Vroman, Supervisor
Town of Canajoharie
12 Mitchell Street
Canajoharie, New York 13317

Cheryl A. Reese, Supervisor
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136 Scholastic Way
Canajoharie, New York 13317

Ronald Kardash, Board President
Fort Plain Central School District
25 High Street
Fort Plain, New York 13339

RE: Notices of Public Hearings
Montgomery County Industrial Development Agency
Proposed Mohawk Solar LLC Project

Ladies and Gentlemen:

Pursuant to Section 859-a(3) of the New York General Municipal Law (the "Act"), Montgomery County Industrial Development Agency (the "Agency") hereby informs you that the Agency has received an application (the "Application") from Mohawk Solar LLC, a New York limited liability company (the "Company"), for financial assistance in connection with a project (the "Project") proposed to be undertaken by the Agency for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and

Robert Headwell, Jr., Chairman, Montgomery County Legislature
Matthew L. Ossenfort, Montgomery County Executive
Peter Vroman, Town of Canajoharie Supervisor
Cheryl A. Reese, Town of Minden Supervisor
Deborah Grimshaw, Canajoharie Central School District Superintendent
Mark Brody, Canajoharie Central School District Board President
David Ziskin Ed. D, Fort Plain Central School District Superintendent
Ronald Kardash, Fort Plain Central School District Board President
October 10, 2018
Page 2

thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency.

Enclosed are notices of public hearings to be held by the Agency pursuant to Section 859-a(3) of the Act relating to the proposed Project (collectively, the "Notices of Hearings"). The financial assistance being contemplated by the Agency in connection with the Project is described in said Notices of Hearings.

If you have any questions regarding the foregoing, please do not hesitate to contact me.

Very truly yours,

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Kenneth Rose, Chief Executive Officer

Enclosures

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
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<p>1. Article Addressed to:</p> <p>Matthew L. Ossenfort Montgomery County Executive 20 Park St P.O. Box 1500 Fonda, NY 12068</p>		<p>B. Received by (Printed Name) <i>[Signature]</i></p> <p>C. Date of Delivery OCT 11 2018</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7017 1070 0000 1679 3359</p>		<p>D. Is return address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Article Number (Transfer from service label)</p> <p>7017 1070 0000 1679 3359</p>		<p>4. Extra Services & Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery</p>	
<p>5. Extra Services & Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) <input type="checkbox"/> Return Receipt (electronic) <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery</p>		<p>6. Extra Services & Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

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OCT 11 2018

Matthew L. Ossenfort
Montgomery County Executive
20 Park St P.O. Box 1500
Fonda, NY 12068

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<p>1. Article Addressed to:</p> <p>Robert Headwell, Jr., Chairman Montgomery County Legislature 64 Broadway Fonda, NY 12068-1500</p>		<p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7017 1070 0000 1679 3366</p>		<p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>9590 9402 3085 7124 5185 72</p>		<p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Mail Restricted Delivery</p>	
<p>PS Form 3811, July 2015 PSN 7630-02-000-9053</p>		<p>Domestic Return Receipt</p>	

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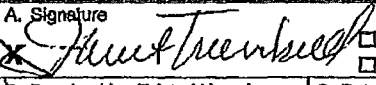
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☐ Adult Signature Restricted Delivery \$

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Robert Headwell, Jr., Chairman
Montgomery County Legislature
64 Broadway
Fonda, NY 12068-1500

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<p>1. Article Addressed to:</p> <p>Cheryl A. Reese, Supervisor Town of Minden Municipal Town Building 134 State Hwy 80 Fort Plain, NY 13339</p>		<p>Address different from Item 1? <input type="checkbox"/> Yes If delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label) 7017 1070 0000 1679 3304</p>		<p>3. Service type</p> <p> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Mail Restricted Delivery </p> <p> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </p>	

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Extra Services & Fees (check box, add fee as appropriate)

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

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Cheryl A. Reese, Supervisor
 Town of Minden
 Municipal Town Building
 134 State Hwy 80
 Fort Plain, NY 13339

PS Form 3800, April 2015 PSN 7530-02-000-2047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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1. Article Addressed to:

David Ziskin Ed D, Superintendent
Fort Plain Central School
District 25 High St
Fort Plain, NY 13339



9590 9402 3085 7124 5186 40

2. Article Number (Transfer from service label)

7017 1070 0000 1679 3298

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

[Printed Name]

C. Date of Delivery

- D. Is delivery address different from item 1?** ☐ Yes ☐ No
- or delivery address below:

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
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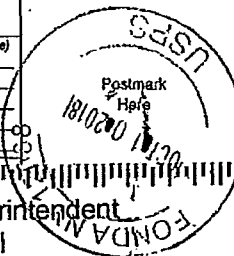
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Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark

David Ziskin Ed D, Superintendent
Fort Plain Central School
District 25 High St
Fort Plain, NY 13339





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<p>1. Article Addressed to:</p> <p>Ronald Kardash, Board President Fort Plain Central School District 25 High St Fort Plain, NY 13339</p>		<p>B. Received by (Printed Name) <i>E. Malinnes</i></p> <p>C. Date of Delivery</p>	
<p>2. Article Addressed to:</p> <p>Ronald Kardash, Board President Fort Plain Central School District 25 High St Fort Plain, NY 13339</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>delivery address below:</p>	
<p>3. Article Addressed to:</p> <p>Ronald Kardash, Board President Fort Plain Central School District 25 High St Fort Plain, NY 13339</p>		<p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>4. Article Number (Transfer from service label)</p> <p>7017 1070 0000 1679 3281</p>		<p>PS Form 3811, July 2015 PSN 7630-02-000-9053</p>	

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<p>Extra Services & Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$</p> <p><input type="checkbox"/> Return Receipt (electronic) \$</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$</p> <p><input type="checkbox"/> Adult Signature Required \$</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery \$</p>	
<p>Postmark</p> <p>12068</p>	
<p>Ronald Kardash, Board President Fort Plain Central School District 25 High St Fort Plain, NY 13339</p>	
<p>PS Form 3800, April 2015 PSN 7530-02-000-6047. See Reverse for Instructions</p>	

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<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
		B. Received by (Printed Name) <i>[Signature]</i>	C. Date of Delivery 10/15/18
 Peter Vroman, Supervisor Town of Canajoharie 12 Mitchell St Canajoharie, NY 13317		address different from item 1? <input type="checkbox"/> Yes or delivery address below: <input checked="" type="checkbox"/> No	
 9590 9402 3085 7124 5186 02		<p>Service type</p> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery (0)	
2. Article Number (Transfer from service label) 7017 1070 0000 1679 3335		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
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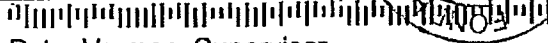
7017 1070 0000 1679 3335

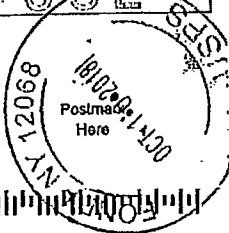
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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$


Peter Vroman, Supervisor
Town of Canajoharie
12 Mitchell St
Canajoharie, NY 13317



PS Form 3800, April 2015 PSN 7530-02-000-9017

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<p>■ Complete Items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <u>Donna Holtz</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Donna Holtz</u> C. Date of Delivery</p>	
<p>1. Article Addressed to:</p> <p>Deborah Grimshaw, Superintendent Canajoharie Central School District 136 Scholastic Way Canajoharie, NY 13317</p>		<p>Address different from Item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No delivery address below:</p>	
<p>2. Article Number (Transfer from service label) 7017 1070 0000 1679 3328</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

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Deborah Grimshaw, Superintendent
Canajoharie Central School District
136 Scholastic Way
Canajoharie, NY 13317

PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Donna Holtz <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p> </p> <p>Mark Brody, Board President Canajoharie Central School District 136 Scholastic Way Canajoharie, NY 13317</p>		<p>B. Received by (Printed Name) Donna Holtz</p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from address label)</p> <p>9590 9402 3085 7124 5186 26</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>delivery address below: <input type="checkbox"/> No</p>	
<p>3. Article Number (Transfer from address label)</p> <p>7017 1070 0000 1679 3311</p>		<p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery (over \$500)</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

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<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

|||||

Mark Brody, Board President
Canajoharie Central School District
136 Scholastic Way
Canajoharie, NY 13317

PS Form 3800, April 2015 PSN 7530-02-000-3017 See Reverse for Instructions

EXHIBIT A

COPIES OF THE NOTICES OF HEARINGS

NOTICE OF PUBLIC HEARINGS
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

Notice is hereby given that public hearings pursuant to Section 859 of the General Municipal Law of the State of New York (the "Act") will be held by Montgomery County Industrial Development Agency (the "Agency") on the 24th day of October, 2018 at 6:00 o'clock p.m., local time, at the Municipal Town Building, 134 State Highway 80, Fort Plain, New York 13339 and on the 24th day of October, 2018 at 7:30 o'clock p.m., local time, at 12 Mitchell Street, Canajoharie, New York 13317, respectively, in connection with the following matters:

Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency.

The Agency is considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from sales taxes relating to the acquisition, construction, and installation of the Project Facility, (2) exemption from deed transfer taxes on any real estate transfers with respect to the Project, and (3) exemption from real property taxes (not including special assessments and special ad valorem levies), subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(b) of the Act prior to granting such portion of the Financial Assistance.

The Agency has not completed its review of the Project pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6NYCRR Part 617, as amended (the "Regulations", and collectively with the SEQR Act, "SEQRA"). After the Agency completes its review under SEQRA, it expects to be able to adopt a resolution determining that the Project will not have a significant effect on the environment.

The Agency will at said times and places hear all persons with views on either the location and nature of the Project or the Financial Assistance being contemplated by the Agency in connection with the Project. A copy of the application filed by the Agency with respect to the Project is available for public inspection during normal business hours at the office of the Agency.

Dated: October 10, 2018.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: s/ John McGlone

Chairman

EXHIBIT F

PROOF OF PUBLICATION OF
NOTICES OF PUBLIC HEARINGS

AFFIDAVIT OF PUBLICATION

)

State of New York

) ss.:

Montgomery County

)

Lori Hinkle, being duly sworn states she resides in the town of Johnstown, County of Fulton, and that she is an employee of McClary Media, Inc publisher of The Recorder, a newspaper published in the City of Amsterdam, Montgomery County and that the notice, a printed copy of which is hereto attached, was printed in The Recorder the following dates:
October 12, 2018

Signed: Lori Hinkle
Subscribed and sworn to before me this 12 day of October, 2018

Stacey A. Menendez
Notary Public

STACEY A. MENENDEZ
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN MONTGOMERY COUNTY NO. 01ME6255982
COMMISSION EXPIRES FEBRUARY 21, 2020

State of New York, County of Montgomery My commission expires _____

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LEGALS

may be served. SSNY shall process to: The LLC, Elam Kauffman Jr. 259 S. Buel Rd. Najoharie, NY 13317
 Purpose: Any Lawful Purpose.
 PT - 12/97/9/14/9/21/9/28/5/10/12/18

N BIO REMOVAL LLC Arts.
 Org. filed w/ the SSNY on 5/18. Office: Montgomery only. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy process to the LLC, 50 Union St., Amsterdam, NY 12010.
 Purpose: Any lawful purpose.
 PT-33 9/21/9/28/10/5/10/12/19/10/26/18

NOTICE The Public is invited attend a Budget Hearing on Tuesday, October 16, 2018 beginning at 7pm at the firehouse, 1 Main Street, Fort Hunter. A copy of the proposed 2019 budget for the fire district is available at the office of the Town of Fonda Town clerk and the fire district secretary where it may be inspected by any interested person during regular business hours.

PT-43 10/12/18

NOTICE OF PUBLIC HEARINGS (PANDING ENTERPRISES)

ts. of Org. filed with the SSNY on 09/07/2018. Office: Montgomery County. SSNY is designated as agent upon whom process against a LLC may be served. SSNY shall mail process to: 1116 State Highway 334 Fonda, NY 12068
 Purpose: Any Lawful Purpose.
 EPT-55 9/28/10/5/10/12/10/19/02/8/11/02/18

NOTICE OF PUBLIC HEARING

October 23, 2018 at 10:00 am Montgomery County Legislative Chambers
 1 Broadway Fonda, NY 12068
 WHEREAS, Introductory Local Law E (Local Law 5 of 2018), titled "A Local Law Amending Local Law 2 of 2014," hereby is adopted and is incorporated as follows:

E IT ENACTED by the

LEGALS

Montgomery County Legislature as follows:

Local Law 2 of 2014 is hereby amended to read as follows: PART VI. PROCUREMENT OF PROFESSIONAL SERVICES C. Exemptions from Solicitation for Professional Services

Shall also include:
 h. Contracts for projects at Fulton-Montgomery Community College.

The rest of the law shall remain unchanged and in full force and effect.

SAVING CLAUSE: If any clause, sentence, paragraph, section or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment decree or order shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this Local Law shall not be affected thereby and shall remain in full force and effect, and

EFFECTIVE DATE: This Local Law shall take effect when all applicable statutory requirements for its passage and adoption have been fully complied with and it has been filed in the Office of the Secretary of State.
 BY: Matthew L. Ossentfort
 October 23, 2018
 OCT - 23 10/12/18

NOTICE OF PUBLIC HEARINGS ON PROPOSED PROJECT AND FINANCIAL ASSISTANCE RELATING THERETO

Notice is hereby given that public hearings pursuant to Section 859 of the General Municipal Law of the State of New York (the "Act") will be held by Montgomery County Industrial Development Agency (the "Agency") on the 24th day of October, 2018 at 8:00 o'clock p.m., local time, at the Municipal Town Building, 134 State Highway 80, Fort Plain,

New York 13339 and on the 24th day of October, 2018 at 7:30 o'clock p.m., local time, at 12 Mitchell Street, Canajoharie, New York 13317, respectively, in connection with the following matters: Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency. The Agency is considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from sales taxes relating to the acquisition, construction, and installation of the Project Facility, (2) exemption from dead transfer taxes on any real estate transfers with respect to the Project, and (3) exemption from real property taxes (not including special assessments and special ad valorem levies), subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(b) of the Act prior to granting such portion of

the Financial Assistance. The Agency has not completed its review of the Project pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6NYCRR Part 617, as amended (the "Regulations"), and collectively with the "SEQR Act, "SEQR"). After the Agency completes its review under SEQR, it expects to be able to adopt a resolution determining that the Project will not have a significant effect on the environment. The Agency will at said times and places hear all persons with views on either the location and nature of the Project or the Financial Assistance being contemplated by the Agency in connection with the Project. A copy of the application filed by the Agency with respect to the Project is available for public inspection during normal business hours at the office of the Agency.

Dated: October 23, 2018.
 MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
 By: s/ John McGlone
 Chairman
 OCT - 26 10/12/18

NOTICE OF SALE SUPREME COURT - COUNTY OF MONTGOMERY MTGLQ INVESTORS, LP, Plaintiff, Index No.: 00281/2016 Against

MATTHEW P. STANLEY, JOSEPHINE M. STANLEY, ET AL., Defendant(s).

Pursuant to a Judgment of Foreclosure and Sale, duly granted 8/21/2018, I, the undersigned Referee, will sell at public auction at the Lobby of the Montgomery County Office Building, Broadway, Fonda, NY 12068, on 10/29/2018 at 9:30 am, premises known as 127 Canal Street, Fort Plain, NY 13339 and described as follows: ALL that certain plot piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Fort Plain, County of Montgomery, State of New York and designated on the tax maps of the Montgomery County Treasurer as Section 46.48 Block 1 Lot 14 The approximate amount of the current Judgment Lien is \$202,808.88 plus interest and costs. The Premises will be sold subject to provisions of the aforesaid Judgment of Foreclosure and Sale; Index # 00281/2016. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse

against the Mortgagor, the Mortgagee or the Mortgagees attorney, William F. Martuscello, Esq., Referee, Leopold & Associates, PLLC, 80 Business Park Drive, Suite 110, Armonk, NY 10504 Dated: 9/6/2018
 TKS
 SEPT - 58 9/28/10/5/10/12/10/19/18

NOTICE OF SALE SUPREME COURT - COUNTY OF MONTGOMERY JPMorgan Chase Bank, National Association, Plaintiff AGAINST

Rosa Alvarado, et al., Defendant(s)
 Pursuant to a Judgment of Foreclosure and Sale duly dated October 24, 2016 I, the undersigned Referee will sell at public auction at the Montgomery County Office Building, Fonda, New York on November 9, 2018 at 2:30 PM, premises known as 132 West Grand Street, Palatine Bridge, NY 13428. All that certain plot piece or parcel of land, with the buildings and improvements erected, situate, lying and being in the Town of Palatine, County of Montgomery, State of NY, Section 63.9 Block 1 Lot 1. Approximate amount of judgment \$202,139.51 plus interest and costs. Premises will be sold subject to provisions of filed Judgment Index# 1079/15. Joseph A. Nalk, Esq., Referee Shapito, DiCaro & Barak, LLC Attorney(s) for the Plaintiff
 175 Mile Crossing Boulevard Rochester, New York 14624 (877) 430-4792 Dated: September 17, 2018 - #65879
 For sale information, please visit ServiceLinkAuction.com or call (866) 539-4173
 Oct - 2 10/5/10/12/10/19/10/26/18

NOTICE OF BUILDING MEDIA LLC Arts. of Org. filed with the SSNY on 07/31/2018. Office loc: Montgomery County. SSNY has been designated as agent upon whom process against the LLO may be served. SSNY shall mail process to: The LLC, 37 University Place Amsterdam, NY 12010. Purpose: Any Lawful Purpose.
 OCT-38 10/12/10/19/10/26/11/2/11/9/11/16/18

NOTICE OF FORMATION of Chalmers Mill Lofts GP, LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 10/1/18. Office location: Montgomery County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Cogency Global Inc., 10 E. 40th St., 10th Fl., NY, NY 10016. Purpose: any lawful activity.
 OCT-20 10/12/10/19/10/26/11/2/11/9/11/16/18

NOTICE OF FORMATION of Limited Liability Company. Name: Hafeez Rehman, MD, PLLC. Articles of Organization

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By DAVID
 OUELLET

AFFIDAVIT OF PUBLICATION

State of New York

Montgomery County

)

) ss.:

)

Lori Hinkle, being duly sworn states she resides in the town of Johnstown, County of Fulton, and that she is an employee of McClary Media, Inc publisher of Courier Standard Enterprise, a newspaper published in the City of Amsterdam, Montgomery County and that the notice, a printed copy of which is hereto
October 12, 2018

Signed: _____

Lori Hinkle

Subscribed and sworn to before me this 12 day of October, 2018

Notary Public

State of New York, County of Montgomery My commission expires _____

STACEY A. MENENDEZ
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN MONTGOMERY COUNTY NO. 011ME6255902
COMMISSION EXPIRES FEBRUARY 21, 2020

**Classified
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EXHIBIT G

PROOFS OF POSTING OF NOTICES
OF THE PUBLIC HEARINGS

BULLETIN BOARD
AFFIDAVIT OF POSTING
OF NOTICE OF PUBLIC HEARING
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

OCT 16 2018

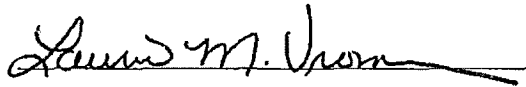
STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

The undersigned, being duly sworn, hereby states:

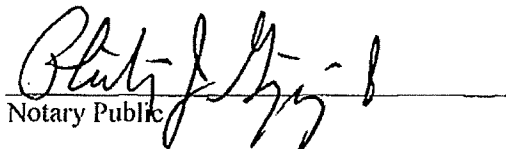
1. That on October 10, 2018, I posted a copy of a notice of public hearing entitled "Notice of Public Hearing on Proposed Project and Financial Assistance Relating Thereto" (the "Notice of Hearing") relating to the proposed Mohawk Solar LLC Project to be undertaken by Montgomery County Industrial Development Agency (the "Agency") for the benefit of Mohawk Solar LLC (the "Company") on a public bulletin board located at 12 Mitchell Street in the Town of Canajoharie, Montgomery County, New York.

2. That the Notice of Hearing attached hereto as Exhibit A is a duplicate copy of the Notice of Hearing which was posted on such bulletin board.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of October, 2018.



Sworn to before me this
10 day of October, 2018.


Notary Public

PHILIP J. GIZZI, JR.
Notary Public in the State of New York
Qualified in Montgomery Co. 01G14943828
My Commission Expires Jan 15, 2022

EXHIBIT A
COPY OF THE NOTICE OF HEARING

NOTICE OF PUBLIC HEARINGS
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

Notice is hereby given that public hearings pursuant to Section 859 of the General Municipal Law of the State of New York (the "Act") will be held by Montgomery County Industrial Development Agency (the "Agency") on the 24th day of October, 2018 at 6:00 o'clock p.m., local time, at the Municipal Town Building, 134 State Highway 80, Fort Plain, New York 13339 and on the 24th day of October, 2018 at 7:30 o'clock p.m., local time, at 12 Mitchell Street, Canajoharie, New York 13317, respectively, in connection with the following matters:

Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency.

The Agency is considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from sales taxes relating to the acquisition, construction, and installation of the Project Facility, (2) exemption from deed transfer taxes on any real estate transfers with respect to the Project, and (3) exemption from real property taxes (not including special assessments and special ad valorem levies), subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(b) of the Act prior to granting such portion of the Financial Assistance.

The Agency has not completed its review of the Project pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6NYCRR Part 617, as amended (the "Regulations", and collectively with the SEQR Act, "SEQRA"). After the Agency completes its review under SEQRA, it expects to be able to adopt a resolution determining that the Project will not have a significant effect on the environment.

The Agency will at said times and places hear all persons with views on either the location and nature of the Project or the Financial Assistance being contemplated by the Agency in connection with the Project. A copy of the application filed by the Agency with respect to the Project is available for public inspection during normal business hours at the office of the Agency.

Dated: October __, 2018.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: s/ John McGlone
Chairman

BULLETIN BOARD
AFFIDAVIT OF POSTING
OF NOTICE OF PUBLIC HEARING
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

The undersigned, being duly sworn, hereby states:

1. That on October 11th 2018, I posted a copy of a notice of public hearing entitled "Notice of Public Hearing on Proposed Project and Financial Assistance Relating Thereto" (the "Notice of Hearing") relating to the proposed Mohawk Solar LLC Project to be undertaken by Montgomery County Industrial Development Agency (the "Agency") for the benefit of Mohawk Solar LLC (the "Company") on a public bulletin board located at Town Clerk Office Windsor in the Town of Minden, Montgomery County, New York.

2. That the Notice of Hearing attached hereto as Exhibit A is a duplicate copy of the Notice of Hearing which was posted on such bulletin board.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of October, 2018.

Cheryl A. Reese

Sworn to before me this
11th day of October, 2018.

Janet I. Trumbull
Notary Public

JANET I. TRUMBULL
Notary Public, State of New York
No. 01TR5002407
Qualified in Montgomery County
Commission Expires Sep 28, ____

EXHIBIT A

COPY OF THE NOTICE OF HEARING

NOTICE OF PUBLIC HEARINGS
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

Notice is hereby given that public hearings pursuant to Section 859 of the General Municipal Law of the State of New York (the "Act") will be held by Montgomery County Industrial Development Agency (the "Agency") on the 24th day of October, 2018 at 6:00 o'clock p.m., local time, at the Municipal Town Building, 134 State Highway 80, Fort Plain, New York 13339 and on the 24th day of October, 2018 at 7:30 o'clock p.m., local time, at 12 Mitchell Street, Canajoharie, New York 13317, respectively, in connection with the following matters:

Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency.

The Agency is considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from sales taxes relating to the acquisition, construction, and installation of the Project Facility, (2) exemption from deed transfer taxes on any real estate transfers with respect to the Project, and (3) exemption from real property taxes (not including special assessments and special ad valorem levies), subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(b) of the Act prior to granting such portion of the Financial Assistance.

The Agency has not completed its review of the Project pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6NYCRR Part 617, as amended (the "Regulations", and collectively with the SEQR Act, "SEQRA"). After the Agency completes its review under SEQRA, it expects to be able to adopt a resolution determining that the Project will not have a significant effect on the environment.

The Agency will at said times and places hear all persons with views on either the location and nature of the Project or the Financial Assistance being contemplated by the Agency in connection with the Project. A copy of the application filed by the Agency with respect to the Project is available for public inspection during normal business hours at the office of the Agency.

Dated: October __, 2018.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: s/ John McGlone
Chairman

WEBSITE
AFFIDAVIT OF POSTING
OF NOTICES OF PUBLIC HEARINGS
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

The undersigned, being duly sworn, hereby states:

1. That on October 10, 2018, I posted copies of the notices of public hearings, each entitled "Notice of Public Hearing on Proposed Project and Financial Assistance Relating Thereto" (collectively, the "Notices of Hearings"), relating to the proposed Mohawk Solar LLC Project to be undertaken by Montgomery County Industrial Development Agency (the "Agency") for the benefit of Mohawk Solar LLC on the Agency's website.

2. That the Notices of Hearings attached hereto as Exhibit A are duplicate copies of the Notices of Hearings which were posted on such website.

IN WITNESS WHEREOF, I have hereunto set my hand this 10 day of October, 2018.

Kenneth L. Row

Sworn to before me this
10TH day of October, 2018.

Shawn J. Bowerman
Notary Public

SHAWN J. BOWERMAN
Notary Public, State of New York
Qualified in Montgomery County
No. 01806012042
Commission Expires August 17, 2022

EXHIBIT A

COPIES OF THE NOTICES OF HEARINGS

NOTICE OF PUBLIC HEARINGS
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

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The Agency is considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from sales taxes relating to the acquisition, construction, and installation of the Project Facility, (2) exemption from deed transfer taxes on any real estate transfers with respect to the Project, and (3) exemption from real property taxes (not including special assessments and special ad valorem levies), subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(b) of the Act prior to granting such portion of the Financial Assistance.

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The Agency will at said times and places hear all persons with views on either the location and nature of the Project or the Financial Assistance being contemplated by the Agency in connection with the Project. A copy of the application filed by the Agency with respect to the Project is available for public inspection during normal business hours at the office of the Agency.

Dated: October 10, 2018.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: s/ John McGlone

Chairman

EXHIBIT H

REPORTS OF THE PUBLIC HEARINGS

In The Matter Of:
*MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
PUBLIC HEARING*

*RE: MOHAWK SOLAR LLC - Fort Plain
October 24, 2018*

COVERING ALL UPSTATE NEW YORK

»«
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»«

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Fax: 518-371-8517

Mail to: 5 Southside Dr., Suite 11
Clifton Park, NY 12065

Min-U-Script® with Word Index

1 ----- :

2 MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

3 PUBLIC HEARING

4 RE: MOHAWK SOLAR LLC

5 ----- :

6 Wednesday, October 24, 2018
7 6:00 p.m. - 6:15 p.m.

8 HELD: Municipal Town Building
9 134 State Highway 80
Fort Plain, New York 13339

10 APPEARANCES:

11 AGENCY STAFF:

12 KENNETH F. ROSE, Chief Executive Officer
13

14 HODGSON RUSS, LLP
15 677 Broadway, Suite 301
Albany, New York 12207
(518) 433-2421

16 BY: ROBERT J. McLAUGHLIN, ESQ.
17 Rmclauglin@hodgsonruss.com

18 ALSO PRESENT:

19 AVANGRID RENEWABLES
20 Scott McDonald, Senior Business Developer

21
22 Reported by: Deborah M. McByrne
23
24
25

NOTICE OF PUBLIC HEARINGS
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

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The Agency is considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from sales taxes relating to the acquisition, construction, and installation of the Project Facility, (2) exemption from deed transfer taxes on any real estate transfers with respect to the Project, and (3) exemption from real property taxes (not including special assessments and special ad valorem levies), subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(b) of the Act prior to granting such portion of the Financial Assistance.

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The Agency will at said times and places hear all persons with views on either the location and nature of the Project or the Financial Assistance being contemplated by the Agency in connection with the Project. A copy of the application filed by the Agency with respect to the Project is available for public inspection during normal business hours at the office of the Agency.

Dated: October __, 2018.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: s/ John McGlone

Chairman

1 MR. ROSE: Good evening. My name is
2 Ken Rose, and I'm Chief Executive Officer of
3 the Montgomery County Industrial Development
4 Agency, in connection with a project which is
5 the subject of this public hearing.

6 Tonight we are holding this public
7 hearing to allow citizens to make a statement
8 for the record, relating to the involvement of
9 the Agency with a project, the Proposed
10 Project, for the benefit of Mohawk Solar LLC,
11 "the Company" a New York limit liability
12 company. The Proposed Project consists of the
13 following:

14 One, the acquisition of an interest in
15 approximately 1,000 acres of land located in
16 the Town of Canajoharie, Montgomery County, New
17 York, and the Town of Minden, Montgomery
18 County, New York, collectively referred to as
19 "the Land".

20 Two, the construction on the Land of a
21 solar-generating facility, including, but not
22 limited to, PV modules, metal racks and steel
23 earth screw foundations and electric equipment
24 related to concrete foundations, collectively
25 "the Facility".

1 And three, the acquisition and
2 installation of certain machinery and equipment
3 therein and thereon, collectively "the
4 Equipment". The Land, the Facility and the
5 Equipment, hereinafter referred to as the
6 "Project Facility". All of the foregoing to be
7 operated by the Company as a solar-powered,
8 electricity generation facility, and other
9 directly and indirectly related activities.

10 B, the granting of certain financial
11 assistance within the meaning of Section
12 854(14) of the Act, with respect to the
13 foregoing, including potential exemptions from
14 certain sales and use taxes, real property
15 taxes, real estate transfer taxes, and mortgage
16 recording taxes, the "Financial Assistance".

17 And C, the lease of the Project
18 Facility to the Company, or such other entity
19 or person as may be designated by the Company
20 and agreed upon by the Agency.

21 I intend to provide general
22 information on the Agency's general authority
23 and public purpose to provide assistance to
24 this project. I will then open the comment
25 period to receive comments from all present who

1 wish to comment on either the Proposed Project
2 or the Financial Assistance contemplated by the
3 Agency with respect to the Proposed Project.

4 Legal authorization and powers of the
5 Agency. The provisions of Chapter 1030 of laws
6 of 1969 of New York, constituting Title 1 of
7 Article 18-A on the General Municipal Law,
8 Chapter 24 of the Consolidated Laws of New
9 York, as amended, and Chapter 666 of the 1970
10 laws of New York, as amended, constituting
11 Section 895-D of said General Municipal Law,
12 collectively "the Act", authorize the Agency to
13 promote, develop, encourage and assist in the
14 acquiring, constructing, reconstructing,
15 improving, maintaining and equipping and
16 furnishing of manufacturing, warehousing,
17 research, commercial and industrial facilities,
18 among others.

19 The purpose of this public hearing.
20 Pursuant to Section 859-A, Paragraph 2 of the
21 Act, prior to the Agency providing any
22 financial assistance, as defined in the Act of
23 more than \$100,000 to any project, the Agency,
24 among other things, must hold a public hearing
25 pursuant to Section 859-A of the Act with

1 respect to said Project. Since the proposed
2 Financial Assistance to be provided by the
3 Agency with respect to the Proposed Project may
4 exceed \$100,000, that prior to providing any
5 financial assistance, as defined in the Act of
6 more than \$100,000 to the Proposed Project, the
7 Agency must hold a public hearing on the nature
8 and location of the Project Facility and the
9 proposed Financial Assistance to be provided by
10 the Agency with respect to the Proposed
11 Project.

12 After consideration of the Application
13 received from the Company, the members of the
14 Agency adopted a resolution on May 17, 2018,
15 "the Public Hearing Resolution", authorizing
16 the Agency to conduct this public hearing with
17 respect to the Proposed Project, pursuant to
18 Section 859-A-2 of the Act.

19 By way of background, notice of this
20 public hearing was published on October 12,
21 2018, in the Amsterdam Recorder and The Currier
22 Standard Enterprise, respectively, each being a
23 newspaper of general circulation available to
24 residents of the Town of Minden and the Town of
25 Canajoharie, Montgomery County, New York.

1 In addition, as required by New York
2 Law, the notice of this public hearing:

3 A, was mailed on October 10, 2018 to
4 the Chairman of the Montgomery County
5 Legislature, the County Executive of Montgomery
6 County, the Mayor of the Town of Canajoharie,
7 the Supervisor of the Town of Canajoharie, the
8 Supervisor of the Town of Minden, the
9 Superintendent and the Board President,
10 respectfully, of the Canajoharie Central School
11 District, and the Superintendent and the Board
12 President, respectively, of the Fort Plain
13 Central School District.

14 B, was posted on October 10, 2018 on
15 public bulletin boards located at 12 Mitchell
16 Street in the Town of Canajoharie, and
17 October 11, 2018 in the Town Clerk's Office in
18 the Town of Minden, respectively.

19 And D, posted on October 10, 2018 on
20 the Agency's website.

21 Copies of the notice of this public
22 hearing are available on the table. Now,
23 unless there's any objection, I am going to
24 suggest waiving the full reading of the notice
25 of the public hearing and instead request that

1 the full text of the notices of this public
2 hearing be inserted into the record of this
3 public hearing.

4 The comments received today at this
5 public hearing will be presented to the members
6 of the Agency at or prior to the meeting, at
7 which the members of the Agency will consider
8 whether to approve the undertaking of the
9 Proposed Project by the Agency and the granting
10 by the Agency of any financial assistance in
11 excess of \$100,000 with respect to the project.
12 The Agency currently intends to consider the
13 Proposed Project at the meeting of the Agency
14 to be held on December 13, 2018. This, like
15 all meetings of the Agency, is open to the
16 public.

17 I will now open this public hearing
18 for comment at 6:06 p.m. By way of operating
19 rules, if you wish to make a public comment,
20 please raise your hand and I will call on you.
21 Please wait to be recognized, and once
22 recognized, please stand and state your name
23 and address for the record. When everyone has
24 had the opportunity to speak, I will conclude
25 this public hearing. A record of this public

1 hearing will be prepared and reviewed by
2 members of the Agency in connection with the
3 Agency's consideration of the Proposed Project.

4 Again, the purpose of this public
5 hearing is to solicit public comment. We are
6 not here to answer questions. However, we
7 will, in the course of this public hearing,
8 consider questions if we have information to
9 answer the questions and there is sufficient
10 time to consider such questions.

11 I will now ask that if there's anyone
12 in attendance who wishes to comment on either
13 on the nature and location of the Project
14 Facility or the proposed Financial Assistance
15 being contemplated by the Agency with respect
16 to the Proposed Project. For the record,
17 please state your name and indicate your
18 comments on either the Proposed Project or the
19 proposed Financial Assistance being
20 contemplated by the Agency with respect to the
21 Proposed Project. So with that, I open it up.

22 MR. McDONALD: Scott McDonald,
23 Avangrid, Clifton Park, New York.

24 I just wanted to thank you very much
25 for this opportunity. I just wanted to give

1 you folks an update of where we are in the
2 project. As you may know, it's a 90.5-megawatt
3 project, which would supply, approximately,
4 electricity to 20,000 homes within the two
5 towns.

6 We are going through a very detailed
7 permitting process with State Article 10. At
8 this point we've been concentrating on field
9 efforts and the design of the facility itself.
10 We're far along in the process. It's a very
11 long process, actually, and we hope to be
12 submitting our application in the fourth
13 quarter of this year, so December 2018 is when
14 that will take place.

15 As far as when we plan to start
16 construction, we're looking at having a permit
17 in hand in the second quarter of 2020, and
18 hopefully maybe a couple months after that
19 we'll actually start construction. From that
20 point on, we hope to go into commercial
21 operation at the end of 2021. So here it is
22 2018, just about the end of 2018, we still have
23 quite a ways to go with the project. Thank
24 you.

25 MS. REESE: Cheryl Reese, Town of

1 Minden Supervisor.

2 I just wanted to say that this really
3 has been -- it's a long process that we're
4 going through, but I, on behalf of the Board, I
5 just want to say that I think we're in a good
6 place here in the Town of Minden. We're
7 working very well with all of you folks, the
8 Planning Board. And, as far as the financial
9 piece of it goes, we're very comfortable with
10 the proposed PILOT, and we've expressed that to
11 the IDA. So that's all.

12 MR. ROSE: We'll keep it open for 15
13 minutes.

14 * * *

15 (Whereupon the hearing is kept open
16 for public comment.)

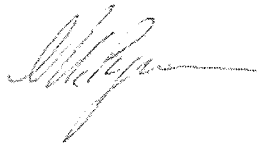
17 * * *

18 MR. ROSE: So if there are no further
19 comments, I will now close this public hearing
20 at 6:15 p.m. Thank you all for attending.

21 (Whereupon the above-titled matter was
22 adjourned at 6:15 p.m.)
23
24
25

C E R T I F I C A T I O N

I, Deborah M. McByrne, a Shorthand Reporter
and Notary Public of the State of New York, do
hereby certify that the above and foregoing is a
true and correct transcript of the proceedings as
mentioned in the heading hereof, to the best of my
knowledge and belief.



Deborah M. McByrne

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In The Matter Of:
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
PUBLIC HEARING

RE: MOHAWK SOLAR LLC - Canajoharie
October 24, 2018

COVERING ALL UPSTATE NEW YORK

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MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PUBLIC HEARING

RE: MOHAWK SOLAR LLC

----- :

Wednesday, October 24, 2018
7:30 p.m. - 7:45 p.m.

HELD: Municipal Town Building
12 Mitchell Street
Canajoharie, New York 13317

APPEARANCES:

AGENCY STAFF:

KENNETH F. ROSE, Chief Executive Officer

HODGSON RUSS, LLP
677 Broadway, Suite 301
Albany, New York 12207
(518) 433-2421

BY: ROBERT J. McLAUGHLIN, ESQ.
Rmclauglin@hodgsonruss.com

ALSO PRESENT:

AVANGRID RENEWABLES
Scott McDonald, Senior Business Developer

Reported by: Deborah M. McByrne

NOTICE OF PUBLIC HEARINGS
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

Notice is hereby given that public hearings pursuant to Section 859 of the General Municipal Law of the State of New York (the “Act”) will be held by Montgomery County Industrial Development Agency (the “Agency”) on the 24th day of October, 2018 at 6:00 o’clock p.m., local time, at the Municipal Town Building, 134 State Highway 80, Fort Plain, New York 13339 and on the 24th day of October, 2018 at 7:30 o’clock p.m., local time, at 12 Mitchell Street, Canajoharie, New York 13317, respectively, in connection with the following matters:

Mohawk Solar LLC (the “Company”) submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the “Land”), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency.

The Agency is considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from sales taxes relating to the acquisition, construction, and installation of the Project Facility, (2) exemption from deed transfer taxes on any real estate transfers with respect to the Project, and (3) exemption from real property taxes (not including special assessments and special ad valorem levies), subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency’s uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(b) of the Act prior to granting such portion of the Financial Assistance.

The Agency has not completed its review of the Project pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6NYCRR Part 617, as amended (the “Regulations”, and collectively with the SEQR Act, “SEQRA”). After the Agency completes its review under SEQRA, it expects to be able to adopt a resolution determining that the Project will not have a significant effect on the environment.

The Agency will at said times and places hear all persons with views on either the location and nature of the Project or the Financial Assistance being contemplated by the Agency in connection with the Project. A copy of the application filed by the Agency with respect to the Project is available for public inspection during normal business hours at the office of the Agency.

Dated: October __, 2018.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: s/ John McGlone

Chairman

1 MR. ROSE: Good evening. My name is
2 Ken Rose, and I am the Chief Executive Officer
3 of the Montgomery County Industrial Development
4 Agency, "the Agency", in connection with a
5 project which is subject of this public
6 hearing.

7 Tonight we are holding this public
8 hearing to allow citizens to make a statement
9 for the record relating to the involvement of
10 the Agency with a project, "the Proposed
11 Project" for the benefit of Mohawk Solar LLC,
12 "the Company" a New York limited liability
13 company.

14 The Proposed Project consists of the
15 following: A, One, the acquisition of an
16 interest in approximately 1,000 acres of land
17 located in the Town of Canajoharie, Montgomery
18 County, New York, and the Town of Minden,
19 Montgomery County, New York, collectively
20 referred to as "the Land".

21 Two, the construction on the Land of a
22 solar-generated facility, including, but not
23 limited to, PV modules, metal racks and steel
24 and earth screw foundations and electrical
25 equipment with related concrete foundations,

1 collectively "the Facility".

2 And Three, the acquisition and
3 installation of certain machinery and equipment
4 therein and thereon, collectively "the
5 Equipment". The Land, the Facility, and the
6 Equipment, hereinafter referred to as the
7 "Project Facility", all of foregoing to be
8 operated by the Company as a solar-powered
9 electricity generation facility, and other
10 directly and indirectly related activities.

11 B, the granting of certain financial
12 assistance within the meaning of Section
13 854(14) of the Act, with respect to the
14 foregoing, including potential exemptions from
15 certain sales and use taxes, real property
16 taxes, real estate transfer taxes, and mortgage
17 recording taxes, the "Financial Assistance".

18 And C, the lease of the Project
19 Facility to the Company, or such other entity
20 or person as may be designated by the Company
21 and agreed upon by the Agency.

22 I intend to provide the general
23 information under the Agency's general
24 authority and public purpose to provide
25 assistance to this project. I will then open

1 the comment period to receive comments from all
2 present who wish to comment on either the
3 Proposed Project or the Financial Assistance
4 contemplated by the Agency with respect to the
5 Proposed Project.

6 Legal authorization of powers of the
7 Agency. The provisions of Chapter 1030 of laws
8 of 1969 of New York, constituting Title 1 of
9 Article 18-A of General Municipal Law, Chapter
10 24 of the Consolidated Laws of New York, as
11 amended, and Chapter 666 of the 1970 laws of
12 New York, as amended, constituting Section
13 895-D of said General Municipal Law,
14 collectively "the Act", authorize the Agency to
15 promote, develop, encourage and assist in the
16 acquiring, constructing, reconstructing,
17 improving, maintaining and equipping and
18 furnishing of manufacturing, warehousing,
19 research, commercial and industrial facilities,
20 among others.

21 Pursuant to Section 859-A-2 of the
22 Act, prior to the Agency providing any
23 financial assistance, as defined in the Act of
24 more than \$100,000 to any project, the Agency,
25 among other things, must hold a public hearing

1 pursuant to Section 859-A of the Act with
2 respect to said project. Since the proposed
3 Financial Assistance to be provided by the
4 Agency with respect to the Proposed Project may
5 exceed \$100,000, then prior providing any
6 Financial Assistance, as defined in the Act, of
7 more than \$100,000 to the Proposed Project, the
8 Agency must hold a public hearing on the nature
9 and location of the Project Facility, and the
10 proposed Financial Assistance to be provided by
11 the Agency with respect to the Proposed
12 Project.

13 After consideration of the application
14 received from the Company, the members of the
15 Agency adopted a resolution on May 17, 2018,
16 the "Public Hearing Resolution", authorizing
17 the Agency to conduct this public hearing with
18 respect to the Proposed Project, pursuant to
19 Section 859-A2 of the Act.

20 By way of background, notice of this
21 public hearing was published on October 12,
22 2018, in the Amsterdam Recorder and The Currier
23 Standard Enterprises, respectfully, each being
24 a newspaper of general circulation available to
25 residents of the Town of Minden, and the Town

1 of Canajoharie, Montgomery County, New York.

2 In addition, as required by New York
3 law, the notice of this public hearing:

4 A, was mailed on October 10, 2018 to
5 the Chairman of the Montgomery County
6 Legislature, the County Executive of Montgomery
7 County, the Supervisor of the Town of
8 Canajoharie, the Supervisor of the Town of
9 Minden, the Superintendent and the Board
10 President, respectively, of the Canajoharie
11 Central School District, and Superintendent and
12 Board President, respectfully, of the Fort
13 Plain Central School District.

14 B, was posted on October 10, 2018, on
15 public bulletin boards located at 12 Mitchell
16 Street, in Town of Canajoharie, and on
17 October 11, 2018 at the Town Clerk's office in
18 the Town of Minden.

19 And, D, posted on October 10, 2018 on
20 the Agency's website.

21 Copies of the notice of this public
22 hearing are available at the table.

23 Now, unless there is any objection, I
24 am going to suggest waiving the full reading of
25 the notice of the public hearing, and instead

1 request that the full text of the notice of
2 this public hearing be inserted into the record
3 of this public hearing. The comments received
4 today at this public hearing will be presented
5 to the members of the Agency at or prior to the
6 meeting, at which the members of the Agency
7 will consider whether to approve the
8 undertaking of the Proposed Project by the
9 Agency, and the granting by the Agency of any
10 financial assistance in excess of \$100,000 with
11 respect to the Proposed Project. The Agency
12 currently intends to consider the Proposed
13 Project at the meeting of the Agency to be held
14 on December 13, 2018. This meeting, like all
15 meetings in the Agency, is open to the public.

16 I will now open this public hearing
17 for public comment at 7:36. By way of
18 operating rules, if you wish to make a public
19 comment, please raise your hand and I will call
20 on you. Please wait to be recognized. Once
21 recognized, please stand and state your name
22 and address for the record. When everyone has
23 had an opportunity to speak, I will conclude
24 this public hearing and a record of this public
25 hearing will be prepared and reviewed by

1 members of the Agency, in connection with the
2 Agency's consideration of the Proposed Project.

3 Again, the purpose to have this public
4 hearing is to solicit public comment. We are
5 not here to answer questions. However, we
6 will, in the course of this public hearing,
7 consider questions, if we have the information
8 to answer the questions and there's sufficient
9 time to consider such questions.

10 I will now ask if there's anyone in
11 attendance who wishes to comment on either the
12 nature and location of the Project Facility, or
13 the proposed Financial Assistance being
14 contemplated by the Agency with respect to the
15 Proposed Project. For the record, please state
16 your name and indicate your comments on either
17 the Proposed Project or the proposed Financial
18 Assistance being contemplated by the Agency
19 with respect to the Proposed Project.

20 MR. McDONALD: Scott McDonald,
21 Avangrid Renewables, Clifton Park, New York.

22 I just wanted to provide a brief
23 update of the project itself. As you may know,
24 it's a 90.5-megawatt project. We're currently
25 in the Article 10 permitting process, and we've

1 made great progress. We hope to have our
2 application submitted by the end of this year
3 in December of 2018. We're working towards a
4 construction start and our application actually
5 accepted around the second quarter of 2020, and
6 the commercial operation date will be at the
7 end of 2020. Thank you.

8 MR. ROSE: We'll keep it open until
9 7:45.

10 * * *

11 (Whereupon the hearing is kept open
12 for public comment.)

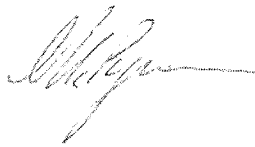
13 * * *

14 MR. ROSE: So if there are no further
15 comments, I will close this public hearing at
16 7:45 p.m. Thank you, everybody, for attending.

17 (Whereupon the above-titled matter was
18 adjourned at 7:45 p.m.)
19
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C E R T I F I C A T I O N

I, Deborah M. McByrne, a Shorthand Reporter
and Notary Public of the State of New York, do
hereby certify that the above and foregoing is a
true and correct transcript of the proceedings as
mentioned in the heading hereof, to the best of my
knowledge and belief.



Deborah M. McByrne

**MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCYRE: MOHAWK SOLAR LLC - Canajoharie
PUBLIC HEARING
October 24, 2018**

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**MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCYRE: MOHAWK SOLAR LLC - Canajoharie
PUBLIC HEARING** **October 24, 2018**

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EXHIBIT I
SEQR RESOLUTION

**SEQRA RESOLUTION
MOHAWK SOLAR LLC PROJECT**

A regular meeting of Montgomery County Industrial Development Agency (the “Agency”) was convened in public session at the office of the Agency located at the Old County Courthouse, 9 Park Street, Fonda, New York on December 20, 2018 at 4:30 p.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

John McGlone	Chairman
Matthew Beck	Vice Chair
Robert Harris	Treasurer
Amanda Auricchio, Esq.	Member
Mark Kowalczyk	Member
John Snyder	Member

ABSENT:

Carol Shineman	Secretary
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THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Andrew Santillo	Staff Assistant
Karl Gustafson, Jr.	Grant Assistant
Christopher C. Canada, Esq.	Agency Counsel

The following resolution was offered by Matthew Beck, seconded by Mark Kowalczyk, to wit:

Resolution No. 18-26

**RESOLUTION DETERMINING THAT ACTION TO ACQUIRE, CONSTRUCT, AND
INSTALL A CERTAIN COMMERCIAL PROJECT FOR MOHAWK SOLAR LLC
DOES NOT REQUIRE REVIEW UNDER SEQRA.**

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in May, 2018, Mohawk Solar LLC (the “Company”) submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the “Land”), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations”, and collectively with the SEQR Act, “SEQRA”), the Agency desires to determine whether the Project may have a “significant effect on the environment” (as said quoted term is defined under SEQRA) and therefore require the preparation of an environmental impact statement; and

WHEREAS, in connection with the Project, the Company has submitted a preliminary scoping statement among other materials, documents, status reports, and filing letters (collectively, the “Materials”) to the New York State Board on Electric Generation Siting and the Environment (the “Siting Board”) with respect to the Project pursuant to Article 10 of the Public Service Law of the State of New York, as amended (“Article 10”); and

WHEREAS, the Project is exempt from review under SEQRA pursuant to the provisions of Article 10 of the Public Service Law and therefore no SEQRA review is required;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Project is exempt from review under SEQRA pursuant to the provisions of Article 10, and therefore a determination by the Agency as to whether the Project may have a “significant effect on the environment” (as said quoted term is defined under SEQRA) is not required.

Section 2. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

John McGlone	VOTING	<u>YES</u>
Matthew Beck	VOTING	<u>YES</u>
Robert Harris	VOTING	<u>ABSTAIN</u>
Carol Shineman	VOTING	<u>ABSENT</u>
Amanda Auricchio, Esq.	VOTING	<u>YES</u>
Mark Kowalczyk	VOTING	<u>YES</u>
John Snyder	VOTING	<u>YES</u>

The foregoing Resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

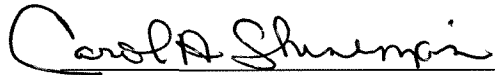
STATE OF NEW YORK)
) SS:
COUNTY OF MONTGOMERY)

I, the undersigned Secretary of Montgomery County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on December 20, 2018 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of such proceedings of the Agency and of such Resolution set forth therein so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respect duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 10th day of January, 2019.


Secretary

(SEAL)

EXHIBIT J

PILOT DEVIATION APPROVAL RESOLUTION

**PILOT DEVIATION APPROVAL RESOLUTION
MOHAWK SOLAR LLC PROJECT**

A regular meeting of Montgomery County Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at the Old County Courthouse, 9 Park Street, Fonda, New York on December 20, 2018 at 4:30 p.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

John McGlone	Chairman
Matthew Beck	Vice Chair
Robert Harris	Treasurer
Amanda Auricchio, Esq.	Member
Mark Kowalczyk	Member
John Snyder	Member

ABSENT:

Carol Shineman	Secretary
----------------	-----------

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Andrew Santillo	Staff Assistant
Karl Gustafson, Jr.	Grant Assistant
Christopher C. Canada, Esq.	Agency Counsel

The following resolution was offered by Mark Kowalczyk, seconded by John Snyder, to wit:

Resolution No. 18-27

RESOLUTION AUTHORIZING A DEVIATION FROM THE AGENCY'S UNIFORM TAX EXEMPTION POLICY IN CONNECTION WITH THE PROPOSED PAYMENT IN LIEU OF TAX AGREEMENT TO BE ENTERED INTO BY THE AGENCY IN CONNECTION WITH THE PROPOSED PROJECT FOR MOHAWK SOLAR LLC.

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity

and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in May, 2018, Mohawk Solar LLC (the “Company”) submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the “Land”), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on May 17, 2018 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of public hearings of the Agency (collectively, the “Public Hearings”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 10, 2018 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notice of the Public Hearings to be posted on (i) October 10, 2018 on a bulletin board located at 12 Mitchell Street in the Town of Canajoharie, Montgomery County, New York and (ii) October 11, 2018 on a bulletin board located at the Town Clerk’s Office in the Town of Minden, Montgomery County, New York, (C) caused notices of the Public Hearings to be posted on October 10, 2018 on the Agency’s website; (D) caused notices of the Public Hearings to be published on October 12, 2018 in (i) the Courier Standard Enterprise, a newspaper of general circulation available to the residents of the Town of Canajoharie, Montgomery County, New York and (ii) The Recorder, a newspaper of general circulation available to the residents of the Town of Minden, Montgomery County, New York, (D) conducted the Public Hearings on October 24, 2018 at 6:00 p.m., local time, at the Municipal Town Building, 134 Highway 80, Fort Plain, New York and at 7:30 p.m., local time, at 12 Mitchell Street, Canajoharie, New York, and (E) prepared reports of the Public Hearings (collectively, the “Hearing Reports”) fairly summarizing the views presented at such Public Hearings and caused copies of said Hearing Reports to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York

(collectively with the SEQR Act, "SEQR"), by resolution adopted by the members of the Agency on December 20, 2018 (the "SEQR Resolution"), the Agency determined that the Project is exempt from review under SEQR pursuant to the provisions of Article 10 of the Public Service Law of the State of New York, as amended, and therefore a determination by the Agency as to whether the Project may have a "significant effect on the environment" (as said quoted term is defined under SEQR) is not required; and

WHEREAS, in connection with the Project, the Company has requested that the Agency deviate from its uniform tax exemption policy with respect to the terms of the proposed payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility, which proposed deviation is outlined in the letter dated November 20, 2018 (the "Pilot Deviation Letter"), a copy of which Pilot Deviation Letter is attached hereto as Exhibit A; and

WHEREAS, pursuant to Section 874(4) of the Act, prior to taking final action on such request for a deviation from the Agency's uniform tax exemption policy, the Agency must give the chief executive officers of the City and each city, town, village and school district in which the Project Facility is located (collectively, the "Affected Tax Jurisdictions") written notice of the proposed deviation from the Agency's uniform tax exemption policy and the reasons therefor prior to the meeting of the Agency at which the members of the Agency shall consider whether to approve such proposed deviation; and

WHEREAS, on November 20, 2018, the Chief Executive Officer of the Agency sent a copy of the Pilot Deviation Letter to the Affected Tax Jurisdictions to notify the Affected Tax Jurisdictions of the proposed deviation from the Agency's uniform tax exemption policy in connection with the Project; and

WHEREAS, through the Pilot Deviation Letter, the Chief Executive Officer of the Agency notified the chief executive officers of the Affected Tax Jurisdictions of the proposed deviation from the Agency's uniform tax exemption policy and further notified said chief executive officers that the members of the Agency would consider whether to approve such proposed deviation at this meeting;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby finds and determines as follows:

(A) The Agency has considered any and all responses from the Affected Tax Jurisdictions to the Pilot Deviation Letter.

(B) The Agency has reviewed and responded to all written comments received from any Affected Tax Jurisdiction with respect to the proposed deviation.

(C) The Agency has given all representatives from an Affected Tax Jurisdictions in attendance at this meeting the opportunity to address the members of the Agency regarding the proposed deviation.

Section 2. Based upon (A) the findings and determinations in Section 1 above, (B) any comments received at the Public Hearing, (C) input received at this meeting from the Affected Tax Jurisdictions with respect to the proposed deviation, (D) the Agency's knowledge of the Project, (E) the recommendations of Agency staff, and (F) such further investigation of the Project and the effect of the proposed deviation as the Agency has deemed appropriate, the Agency hereby determines to deviate from the Agency's uniform tax exemption policy with respect to the terms of the proposed payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility for the reasons set forth in the

Pilot Deviation Letter. Based upon the aforementioned, the Agency hereby approves a deviation from the Agency’s uniform tax exemption policy, the terms of the approved deviation to be as described in the Pilot Deviation Letter attached hereto as Exhibit A.

Section 3. Upon preparation by special counsel to the Agency of a payment in lieu of tax agreement with respect to the Project Facility reflecting the terms of this resolution (the “Payment in Lieu of Tax Agreement”) and approval of same by the Chairman, Vice Chairman or Chief Executive Officer of the Agency, the Chairman, Vice Chairman or Chief Executive Officer of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Payment in Lieu of Tax Agreement, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in such form as is approved by the Chairman, Vice Chairman or Chief Executive Officer, the execution thereof by the Chairman, Vice Chairman or Chief Executive Officer to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Payment in Lieu of Tax Agreement, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Payment in Lieu of Tax Agreement binding upon the Agency.

Section 5. Any action taken by the Agency staff with respect to the Pilot Deviation Letter prior to the date of this Resolution is hereby ratified and confirmed.

Section 6. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

John McGlone	VOTING	<u>YES</u>
Matthew Beck	VOTING	<u>YES</u>
Robert Harris	VOTING	<u>ABSTAIN</u>
Carol Shineman	VOTING	<u>ABSENT</u>
Amanda Auricchio, Esq.	VOTING	<u>YES</u>
Mark Kowalczyk	VOTING	<u>YES</u>
John Snyder	VOTING	<u>YES</u>

The foregoing Resolution was thereupon declared duly adopted.

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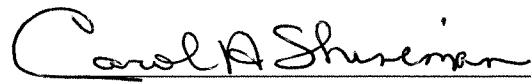
STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

I, the undersigned Secretary of Montgomery County Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on December 20, 2018 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 10th day of January, 2019.


Secretary

(SEAL)

EXHIBIT A
PILOT DEVIATION LETTER

See attached.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

9 Park Street
PO Box 1500
Fonda, New York 12068
TEL: (518) 853-8834
FAX: (518) 853-8336

November 20, 2018

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Robert Headwell, Jr., Chairman
Montgomery County Legislature
64 Broadway
Fonda, New York 12068-1500

Matthew L. Ossenfort
Montgomery County Executive
20 Park Street
P.O. Box 1500
Fonda, New York 12068

Peter Vroman, Supervisor
Town of Canajoharie
12 Mitchell Street
Canajoharie, New York 13317

Cheryl A. Reese, Supervisor
Town of Minden
Municipal Town Building
134 State Highway 80
Fort Plain, New York 13339

Deborah Grimshaw, Superintendent
Canajoharie Central School District
136 Scholastic Way
Canajoharie, New York 13317

David Ziskin Ed. D, Superintendent
Fort Plain Central School District
25 High Street
Fort Plain, New York 13339

Mark Brody, Board President
Canajoharie Central School District
136 Scholastic Way
Canajoharie, New York 13317

Ronald Kardash, Board President
Fort Plain Central School District
25 High Street
Fort Plain, New York 13339

RE: Montgomery County Industrial Development Agency
Proposed Deviation from Uniform Tax Exemption Policy
Mohawk Solar LLC Project

Dear Ladies and Gentlemen:

This letter is delivered to you pursuant to Section 874(4)(c) of the General Municipal Law.

In May, 2018, Montgomery County Industrial Development Agency (the "Agency") received an application (the "Application") from Mohawk Solar LLC, a New York State limited liability company (the "Company"), which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Applicant, said Project to consist of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations

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(collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency.

In connection with the Application, the Company has made a request to the Agency (the "PILOT Request") that the Agency enter into a payment in lieu of tax agreement (the "Proposed PILOT Agreement") which terms would deviate from the Agency's Uniform Tax Exemption Policy (the "Policy"). Capitalized terms not otherwise defined herein are defined in the Policy.

The Proposed PILOT Agreement would not provide any abatements for any special assessments levied on the Project Facility.

The Proposed Pilot Agreement would provide that the Company be granted a fifteen (15) year payment in lieu of tax agreement on the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law. Under the terms of the Proposed Pilot Agreement, the Company would pay payments in lieu of taxes in the amount of \$300,000 each year. Further, the Proposed Pilot Agreement would provide for a 2% increase in the amount of payments in lieu of taxes payable each year.

Attached as Exhibit A to this letter is a table describing the estimated amounts of payments in lieu of taxes that would be payable by the Company over the fifteen (15) year term of the Proposed Pilot Agreement.

Pursuant to Section 856(15) of the Act, unless otherwise agreed by the affected tax jurisdictions addressed hereto (the "Affected Tax Jurisdictions"), the payments in lieu of taxes described in the table attached as Exhibit A will be allocated among the Affected Tax Jurisdictions in proportion to the amount of real property tax and other taxes which would have been received by each Affected Tax Jurisdiction had the Project Facility not been tax exempt due to the status of the Agency.

The Policy provides that, for a facility similar to the Project Facility, payments in lieu of taxes will normally be determined as follows: the Company would have the benefit of a 50% abatement in real property taxes on the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Facility, the "Improvements") in year one of the payment in lieu of tax agreement with a five percent per year increase over the term of the ten year payment in lieu of tax agreement.

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The terms of the Proposed PILOT Agreement deviate from the Policy. The purpose of this letter is to inform you of such PILOT Request and that the Agency is considering whether to grant the PILOT Request and to approve a Proposed PILOT Agreement conforming to the terms of the PILOT Request. The Agency expects to consider whether to approve the terms of the Proposed PILOT Agreement at its meeting scheduled for Thursday, December 20, 2018 at 4:00 p.m., local time at the offices of the Agency located at the Old County Courthouse, 9 Park Street, Fonda, Montgomery County, New York (the "Meeting"). As described later in this letter, during the meeting on December 20, 2018, the Agency will review the terms of the PILOT Request and, based on the discussions during such meeting, the terms of the PILOT Request may be modified.

As you are well aware, the Agency has required the Company to obtain the consents of each of from Montgomery County, the Town of Canajoharie, the Town of Minden, the Canajoharie Central School District and the Fort Plain Central School District (i.e., the "affected taxing jurisdictions" (as defined in the Act)). Accordingly, before the Agency considers the approving resolution at the Meeting, each of the "affected taxing jurisdictions" will have adopted a resolution by its governing board which approves the terms of the PILOT Request.

This letter is forwarded to you for purposes of complying with Section 874 of the General Municipal Law of the State of New York, which requires written notice prior to the Agency taking final action with respect to the Proposed PILOT Agreement (if said Proposed PILOT Agreement may deviate from the provisions of the Agency's Policy).

The Agency considered the following factors in considering the proposed deviation. A summary review of such factors is described as follows:

1. The nature of the proposed Project:

The Project involves the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York and the construction of a solar energy generating facility.

2. The nature of the property before the undertaking of the Project:

The Project site consists of parcels of land that are vacant and were, or currently are, used for agricultural purposes.

3. The economic condition of the area at the time of the application and the economic multiplying effect that the Project will have on the area:

The Project will result in the construction of a new modern solar energy facility to be owned by the Company. The Company estimates that approximately five (5) full-time

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jobs will be created by the Project. Additional benefits created by the Project are described in the Application.

4. The extent to which the Project will create or retain permanent, private sector jobs and the number of jobs to be created or retained:

The Company estimates that approximately five (5) full-time jobs will be created by the Project. Additional benefits created by the Project are described in the Application.

5. The estimated value of tax exemptions to be provided:

The value of the sales tax exemption for the Project is equal to approximately \$864,000. The value of the real property tax exemption for the Project is equal to approximately \$615,000.

6. The economic impact of the Proposed PILOT Agreement on affected tax jurisdictions:

The economic impact of the Project PILOT Agreement is positive, as the Company will be paying PILOT payments relating to the Project Facility in excess of the amounts currently being paid on the Land and at the expiration of the Proposed PILOT Agreement the Project Facility will be subject to normal real property taxes.

7. The impact of the proposed Project on existing and proposed businesses and economic development projects in the vicinity:

The impact of the Project is a positive one for the community. The Project will result in increased revenues to the taxing jurisdictions over the current agricultural exemption revenue on the Land. Further, the Project will assist the State of New York in meeting its goal of 50% clean energy by 2030.

8. The amount of private sector investment generated or likely to be generated by the proposed Project:

The investment by the Company will be approximately \$135,000,000.

9. The effect of the proposed Project on the environment:

As described above and in the Application, the Project will have positive impacts on the environment.

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10. The likelihood of accomplishing the proposed Project in a timely fashion:

It is anticipated that the Project will be accomplished in a timely fashion.

11. The extent to which the Proposed PILOT Agreement will require the provision of additional services including, but not limited to, additional educational, transportation, police, emergency medical or fire services:

It is not anticipated that the Project will impose any significant additional burdens on municipal or educational services.

12. Anticipated tax revenues:

Tax revenues to be generated by the Project include the tax revenues (both income and sales and use taxes) generated by the construction workers and the real property taxes generated when the Project Facility is placed on the tax rolls at the expiration of the Proposed PILOT Agreement.

13. The extent to which the Proposed PILOT Agreement will provide a benefit (economic or otherwise) not otherwise available within the municipality in which the Project Facility is located:

The benefit is a positive one economically as the Project would not occur without the entering into of the Proposed Pilot Agreement. The Project will result in increased revenues to the taxing jurisdictions over the current agricultural exemption revenue on the Land and increase the amount of clean energy being produced in New York State.

The Agency will consider the Proposed PILOT Agreement (and the proposed deviation from the Policy) at the Meeting. The discussion at the Meeting will include a review of (a) the terms of the PILOT Request, and (b) the information contained in this letter and other materials provided by the Company supporting the PILOT Request. Based on the discussion at the Meeting, and the review of any comments received by the Agency with respect to the PILOT Request, the Agency may determine to modify the terms of the PILOT Request.

The Agency would welcome any written comments that you might have on this proposed deviation from the Agency's Policy. In accordance with Section 874 of the General Municipal Law, prior to taking final action at the Meeting, the Agency will review and respond to any written comments received from any affected tax jurisdiction with respect to the proposed deviation. The Agency will also allow any representative of any affected tax jurisdiction present at the Meeting to address the Agency regarding the proposed deviation.

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If you have any questions or comments regarding the foregoing, please do not hesitate to contact me at the above telephone number.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: s/Kenneth F. Rose
Chief Executive Officer

EXHIBIT A

PROPOSED PILOT PAYMENTS

<u>Year</u>	<u>Estimated Annual Payments*</u>
1	\$300,000
2	\$306,000
3	\$312,120
4	\$318,362
5	\$324,730
6	\$331,224
7	\$337,849
8	\$344,606
9	\$351,498
10	\$358,528
11	\$365,698
12	\$373,012
13	\$380,473
14	\$388,082
15	\$395,844

*To be distributed pro-rata among the Affected Tax Jurisdictions

EXHIBIT K
APPROVING RESOLUTION

**APPROVING RESOLUTION
MOHAWK SOLAR LLC PROJECT**

A regular meeting of Montgomery County Industrial Development Agency (the “Agency”) was convened in public session at the office of the Agency located at the Old County Courthouse, 9 Park Street, Fonda, New York on December 20, 2018 at 4:30 p.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

John McGlone	Chairman
Matthew Beck	Vice Chair
Robert Harris	Treasurer
Amanda Auricchio, Esq.	Member
Mark Kowalczyk	Member
John Snyder	Member

ABSENT:

Carol Shineman	Secretary
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THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Andrew Santillo	Staff Assistant
Karl Gustafson, Jr.	Grant Assistant
Christopher C. Canada, Esq.	Agency Counsel

The following resolution was offered by Matthew Beck, seconded by John Snyder, to wit:

Resolution No. 18-28

**RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS IN CONNECTION
WITH A LEASE/LEASEBACK TRANSACTION FOR A PROJECT FOR MOHAWK
SOLAR LLC.**

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in May, 2018, Mohawk Solar LLC (the “Company”) submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the “Land”), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on May 17, 2018 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of public hearings of the Agency (collectively, the “Public Hearings”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 10, 2018 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notice of the Public Hearings to be posted on (i) October 10, 2018 on a bulletin board located at 12 Mitchell Street in the Town of Canajoharie, Montgomery County, New York and (ii) October 11, 2018 on a bulletin board located at the Town Clerk’s Office in the Town of Minden, Montgomery County, New York, (C) caused notices of the Public Hearings to be posted on October 10, 2018 on the Agency’s website; (D) caused notices of the Public Hearings to be published on October 12, 2018 in (i) the Courier Standard Enterprise, a newspaper of general circulation available to the residents of the Town of Canajoharie, Montgomery County, New York and (ii) The Recorder, a newspaper of general circulation available to the residents of the Town of Minden, Montgomery County, New York, (D) conducted the Public Hearings on October 24, 2018 at 6:00 p.m., local time, at the Municipal Town Building, 134 Highway 80, Fort Plain, New York and at 7:30 p.m., local time, at 12 Mitchell Street, Canajoharie, New York, and (E) prepared reports of the Public Hearings (collectively, the “Hearing Reports”) fairly summarizing the views presented at such Public Hearings and caused copies of said Hearing Reports to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on December 20, 2018 (the “SEQRA Resolution”), the Agency determined that the Project is exempt from

review under SEQRA pursuant to the provisions of Article 10 of the Public Service Law of the State of New York, as amended, and therefore a determination by the Agency as to whether the Project may have a “significant effect on the environment” (as said quoted term is defined under SEQRA) is not required; and

WHEREAS, by resolution adopted by the members of the Agency on December 20, 2018 (the “Pilot Deviation Approval Resolution”), the members of the Agency determined to deviate from the Agency’s uniform tax exemption policy with respect to the Project; and

WHEREAS, the Agency has given due consideration to the Application, and to representations by the Company that (A) the granting by the Agency of the Financial Assistance with respect to the Project will be an inducement to the Company to undertake the Project in Montgomery County, New York and (B) the completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State of New York to another area in the State of New York and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State of New York; and

WHEREAS, the Agency desires to encourage the Company to preserve and advance the job opportunities, health, general prosperity and economic welfare of the people of Montgomery County, New York by undertaking the Project in Montgomery County, New York; and

WHEREAS, in order to consummate the Project and the granting of the Financial Assistance described in the notice of the Public Hearing, the Agency proposes to enter into the following documents (hereinafter collectively referred to as the “Agency Documents”): (A) a certain lease to agency (the “Lease to Agency” or the “Underlying Lease”) by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the “Leased Premises”); (B) a certain license agreement (the “License to Agency” or the “License Agreement”) by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company will grant to the Agency (1) a license to enter upon the balance of the Land (the “Licensed Premises”) for the purpose of undertaking and completing the Project and (2) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement (as hereinafter defined); (C) a lease agreement (and a memorandum thereof) (the “Lease Agreement”) by and between the Agency and the Company, pursuant to which, among other things, the Company agrees to undertake the Project as agent of the Agency and the Company further agrees to lease the Project Facility from the Agency and, as rental thereunder, to pay the Agency’s administrative fee relating to the Project and to pay all expenses incurred by the Agency with respect to the Project; (D) a payment in lieu of tax agreement (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (E) a uniform agency project agreement (the “Uniform Agency Project Agreement”) by and between the Agency and the Company regarding the granting of the financial assistance and the potential recapture of such assistance; (F) a certain recapture agreement (the “Section 875 GML Recapture Agreement”) by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (G) a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance; (H) a New York State Department of Taxation and Finance form entitled “IDA Appointment of Project Operator or Agency for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”) and any additional report to the Commissioner of the State Department of Taxation and Finance concerning the amount of sales tax exemption benefit for the Project (the “Additional Thirty-Day Project Report”); (I) if the Company intends to finance the Project with borrowed money, a mortgage and any other security

documents and related documents (collectively, the "Mortgage") from the Agency and the Company to the Company's lender with respect to the Project ("the "Lender"), which Mortgage will grant a lien on and security interest in the Project Facility to secure a loan from the Lender to the Company with respect to the Project (the "Loan"); and (J) various certificates relating to the Project (the "Closing Documents");

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. All action taken by the Chief Executive Officer of the Agency with respect to the Public Hearing with respect to the Project is hereby ratified and confirmed.

Section 2. The law firm of Hodgson Russ LLP is hereby appointed Special Counsel to the Agency with respect to all matters in connection with the Project. Special Counsel for the Agency is hereby authorized, at the expense of the Company, to work with the Company, counsel to the Company, counsel to the Agency and others to prepare, for submission to the Agency, all documents necessary to effect the transactions contemplated by this Resolution. Special Counsel has prepared and submitted an initial draft of the Agency Documents to staff of the Agency.

Section 3. The Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act;

(B) The Project constitutes a "project," as such term is defined in the Act;

(C) The Project site is located entirely within the boundaries of Montgomery County, New York;

(D) It is estimated at the present time that the costs of the planning, development, acquisition, construction, reconstruction and installation of the Project Facility (collectively, the "Project Costs") will be approximately \$135,000,000;

(E) The completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State of New York to another area in the State of New York and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State of New York;

(F) The Project Facility does not constitute a project where facilities or property that are primarily used in making retail sales of goods and/or services to customers who personally visit such facilities constitute more than one third of the total cost of the Project Facility;

(G) The granting of the Financial Assistance by the Agency with respect to the Project will promote and maintain the job opportunities, general prosperity and economic welfare of the citizens of Montgomery County, New York and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act;

(H) The Agency has reviewed the Public Hearing Report and has fully considered all comments contained therein;

(I) The Project should receive the Financial Assistance in the form of exemption from sales tax and mortgage recording tax and real property tax abatement based on the description of expected public benefits to occur as a result of this Project, as described on Exhibit A attached hereto; and

(J) It is desirable and in the public interest for the Agency to enter into the Agency Documents.

Section 4. In consequence of the foregoing, the Agency hereby determines to: (A) accept the License Agreement; (B) lease the Project Facility to the Company pursuant to the Lease Agreement; (C) acquire, construct and install the Project Facility, or cause the Project Facility to be acquired, installed and constructed; (D) enter into the Payment in Lieu of Tax Agreement; (E) enter into the Uniform Agency Project Agreement; (F) enter into the Section 875 GML Recapture Agreement; (G) secure the Loan by entering into the Mortgage; and (H) grant the Financial Assistance with respect to the Project.

Section 5. The Agency is hereby authorized (A) to acquire a license in the Licensed Premises pursuant to the License Agreement, (B) to acquire a leasehold interest in the Leased Premises pursuant to the Underlying Lease, (C) to acquire title to the Equipment pursuant to a bill of sale (the "Bill of Sale to Agency") from the Company to the Agency, and (D) to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisitions are hereby approved, ratified and confirmed.

Section 6. The Agency is hereby authorized to acquire, construct and install the Project Facility as described in the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition, construction and installation are hereby ratified, confirmed and approved.

Section 7. The Chairman, Vice Chairman or Chief Executive Officer of the Agency, with the assistance of Agency Counsel and/or Special Counsel, is authorized to negotiate and approve the form and substance of the Agency Documents.

Section 8. (A) The Chairman, Vice Chairman or Chief Executive Officer of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agency Documents, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in the forms thereof as the Chairman, Vice Chairman or Chief Executive Officer shall approve, the execution thereof by the Chairman, Vice Chairman or Chief Executive Officer to constitute conclusive evidence of such approval.

(B) The Chairman, Vice Chairman or Chief Executive Officer of the Agency is hereby further authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 9. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 10. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

John McGlone	VOTING	<u>YES</u>
Matthew Beck	VOTING	<u>YES</u>
Robert Harris	VOTING	<u>ABSTAIN</u>
Carol Shineman	VOTING	<u>ABSENT</u>
Amanda Auricchio, Esq.	VOTING	<u>YES</u>
Mark Kowalczyk	VOTING	<u>YES</u>
John Snyder	VOTING	<u>YES</u>

The foregoing Resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

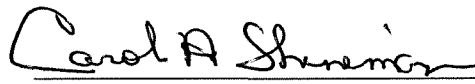
STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

I, the undersigned Secretary of Montgomery County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on December 20, 2018 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 10th day of January, 2019.


Secretary

(SEAL)

EXHIBIT A

DESCRIPTION OF THE EXPECTED PUBLIC BENEFITS

In the discussions had between the Project Beneficiary and the Agency with respect to the Project Beneficiary's request for Financial Assistance from the Agency with respect to the Project, the Project Beneficiary has represented to the Agency that the Project is expected to provide the following benefits to the Agency and/or to the residents of Montgomery County, New York (the "Public Benefits"):

Description of Benefit		Applicable to Project (indicate Yes or NO)		Expected Benefit
1.	Retention of existing jobs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	This is a new project so there are no retained jobs.
2.	Creation of new permanent jobs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Five (5) full-time equivalent new jobs at the Project Facility within one (1) year from the date hereof.
3.	Creation of construction employment for local labor	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Approximately 300 full-time equivalent construction jobs at the Project Facility.
4.	Private sector investment	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Approximately \$135,000,000 of private sector investment at the Project Facility within two (2) years of the date hereof.
5.	Likelihood of project being accomplished in a timely fashion	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	High likelihood of project being completed in a timely manner.
6.	Extent of new revenue provided to local taxing jurisdictions	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The Project will result in increased revenues to the local taxing jurisdictions.
7.	Any additional public benefits	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The Project will assist New York State in meeting its goal of 50% clean energy by 2030.
8.	Local labor construction jobs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The Company will make efforts to use local labor during construction.
9.	Regional wealth creation (% of sales/customers outside of the County)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	N/A
10.	Located in a highly distressed census tract	<input type="checkbox"/> Yes	<input type="checkbox"/> No	N/A

11.	Alignment with local planning and development efforts	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The Project is consistent with local planning and development efforts.
12.	Promotes walkable community areas	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	The Project site is not located in an urban setting with sidewalks.
13.	Elimination or reduction of blight	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	The Project site is not a blighted area.
14.	Proximity/support of regional tourism attractions/facilities	<input type="checkbox"/> Yes	<input type="checkbox"/> No	N/A
15.	Local or County official support	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The Project has local and County support.
16.	Building or site has historic designation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	There is no historic designation.
17.	Provides brownfield remediation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	No brownfields present.

CERTIFICATE REGARDING
NO CONFLICTS OF INTEREST

I, the undersigned (Vice) Chairman for Montgomery County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY, as follows:

1. The Agency is an industrial development agency duly established under Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 666 of the Laws of 1970 of the State of New York, as amended (collectively, the "Act") and is a corporate governmental agency constituting a public benefit corporation of the State of New York.

2. In accordance with the Act, the Agency has determined, pursuant to a resolution duly adopted by the members of the Agency on December 20, 2018 (the "Approving Resolution") and in accordance with the provisions of a certain lease agreement dated as of December 1, 2019 (the "Lease Agreement") by and between the Agency, as landlord, and Mohawk Solar LLC (the "Company"), as tenant, to undertake a project (the "Project") consisting of following: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company pursuant to the terms of the Lease Agreement.

3. Pursuant to the Approving Resolution, the Agency further determined to: (A) complete the acquisition, construction and installation of the Project Facility, or cause the Project Facility to be acquired, constructed and installed; and (B) lease the Project Facility to the Company pursuant to the Lease Agreement and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"). Pursuant to the Lease Agreement, among other things, (1) the Company is obligated to pay all costs incurred by the Agency with respect to the Project Facility, including all costs of operation and maintenance, all taxes and other governmental charges, any required payments in lieu of taxes, and the reasonable fees and expenses incurred by the Agency with respect to or in connection with the Project Facility and (2) the Company are obligated to comply with the provisions of the Act applicable to beneficiaries of financial assistance from the Agency.

4. I have made careful inquiry of each member, officer and employee of the Agency having the power or duty to (a) negotiate, prepare, authorize or approve the Basic Documents or authorize or approve payment thereunder, (b) audit bills or claims under the Basic Documents, or (c) appoint an officer or employee who has any of the powers or duties as set forth above, as to whether or not such member, officer or employee has an "interest" (as defined pursuant to Article 18 of the General Municipal Law of

the State of New York) in any of the Basic Documents. Upon information and belief, as a result of such inquiry, no such member, officer or employee has any such interest in any of the Basic Documents, unless otherwise noted below:

(i) Except as disclosed on Exhibit A attached hereto, no member, officer or employee of the Agency directly or indirectly owns stock of the Company or has a partnership interest in the Company.

(ii) Except as disclosed on Exhibit A attached hereto, no member, officer or employee of the Agency is an officer or employee of the Company.

(iii) Except as disclosed on Exhibit A attached hereto, no member, officer or employee of the Agency is a member of the board of directors of the Company.

(iv) If any member has publicly disclosed the nature and extent of such interest in writing to the members of the Agency, such written disclosure has been made a part of and set forth in the official minutes of the Agency, and a true, correct and complete copy of such written disclosure is annexed hereto as Exhibit A.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of December, 2019.



Chairman

EXHIBIT A

WRITTEN DISCLOSURES OF CONFLICTS OF INTEREST

None.

CLOSING ITEM NO.: B-3

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

9 Park Street
Fonda, New York 12068

December 20, 2019

To Whom It May Concern:

Re: New York State Sales or Use Tax Exemption
Montgomery County Industrial Development Agency
Mohawk Solar LLC Project

Pursuant to TSB-M-87(7) issued by the New York State Department of Taxation and Finance on April 1, 1987, as modified by TSB-M-14(1.1)S issued by the New York State Department of Taxation and Finance on June 12, 2014 (collectively, the "Policy Statement"), Mohawk Solar LLC (the "Company") has requested a letter from Montgomery County Industrial Development Agency (the "Agency"), a public benefit corporation created pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), containing the information required by the Policy Statement regarding the sales tax exemption with respect to the captioned project (the "Project") comprised of approximately 1,000 acres of land located in the Town of Minden and the Town of Canajoharie, Montgomery County, New York (the "Project Site").

The Company has applied to and been approved for financial assistance from the Agency in the matter of completion of the Project on the Project Site. The Project includes the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from sales taxes, real property transfer taxes, mortgage recording taxes and real estate taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company pursuant to the terms of a lease agreement dated as of December 1, 2019 (the "Lease Agreement") by and between the Agency and the Company. Please be advised that as of December 1, 2019, the Agency executed and delivered the Lease Agreement, pursuant to which the Agency appointed the Company as agent of the Agency to acquire, construct and install the Project Facility.

Pursuant to the Lease Agreement, the Company, as agent of the Agency, or any Subagent (as defined in and pursuant to Section 8.12(F) of the Lease Agreement), is authorized to make purchases of materials to be incorporated in the Project and machinery and equipment constituting a part of the Project, and purchases or rentals of supplies, tools, equipment, or services necessary to acquire, construct, reconstruct or install the Project, as provided in the IDA Agent or Project Operator Exempt Purchase Certificate ("Form ST-123") or in the IDA Agent or Project Operator Exempt Purchase Certificate for Fuel ("Form FT-123"), current forms of which are attached hereto as Exhibit A.

To ensure that the above purchases or rentals are exempt from any sales or use tax imposed by the State of New York or any governmental instrumentality located within the State of New York, the vendor must identify the Project on each bill and invoice for such purchases and indicate on the bill or invoice that the Company as agent for the Agency was the purchaser (e.g., "Mohawk Solar LLC, as agent for Montgomery County Industrial Development Agency"). In addition, the following procedures should be observed:

1. The Company, as agent of the Agency, must complete Form ST-123 or Form FT-123, as applicable, and provide same to vendor.
2. Each bill and invoice should identify the date of delivery and indicate the place of delivery.
3. Payment should be made by the Company acting as agent, directly to the vendor from a requisition from a special project fund of the payor.
4. Deliveries should be made to the Project Site, or under certain circumstances (such as where the materials require additional fabrication before installation on the Project Site or for storage to protect materials from theft or vandalism prior to installation at the Project Site) deliveries may be made to a site other than the Project Site, providing the ultimate delivery of the materials is made to the Project Site. Where delivery is made to a site other than the Project Site, the purchases should be billed or invoiced by the vendor to the Company as agent of the Agency, identify the date and place of delivery, the Agency's full name and address and the Project Site where the materials will ultimately be delivered for installation.

A contractor or subcontractor not appointed as agent or project operator of the Agency must present suppliers with Form ST-120, Contractor Exempt Purchase Certificate, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16).

Pursuant to Section 874(8) of the Act, the Company, as agent of the Agency, must annually file a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, of the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency. The penalty for failure to file such a statement under Section 874(8) of the Act shall be the removal of authority to act as an agent for the Agency.

Pursuant to Section 874(9) of the Act, the Agency must file within thirty (30) days of the date the Agency designates the Company as agent of the Agency, a statement with the New York State Department of Taxation and Finance, on a form and in such manner as prescribed by the Commissioner of Taxation and Finance, identifying the Company as agent of the Agency.

Pursuant to Section 875(5) of the Act, the Company or any Subagent may not utilize the Thirty-Day Sales Tax Report as the basis to make any purchase exempt from sales tax, and that use of the Thirty-Day Sales Tax Report in such manner will both (A) subject the Company and any Subagent to civil and criminal penalties for misuse of a copy of such statement as an exemption certificate or document or for failure to pay or collect tax as provided in the tax law and (B) be deemed to be, under articles twenty-eight and thirty-seven of the New York State tax law, the issuance of a false or fraudulent exemption certificate or document

seven of the New York State tax law, the issuance of a false or fraudulent exemption certificate or document with intent to evade tax. The Company and any Subagent is required to utilize Form ST-123 or Form FT-123 to obtain the sales tax exemption.

This letter shall serve as proof of the existence of an agency contract between the Agency, the Company and any Subagent for the SOLE EXPRESS PURPOSE OF SECURING EXEMPTION FROM NEW YORK STATE SALES AND USE TAXES FOR THE PROJECT ONLY. NO OTHER PRINCIPAL/AGENT RELATIONSHIP BETWEEN THE AGENCY AND THE COMPANY, OR THE AGENCY AND ANY SUBAGENT, IS INTENDED OR MAY BE IMPLIED OR INFERRED BY THIS LETTER.

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

Under the Policy Statement, a copy of this letter received by any vendor or seller to the Company as agent for the Agency, or to any Subagent, may be accepted by such vendor or seller as a "statement and additional documentary evidence of such exemption" as provided by New York State Tax Law Section 1132(c)(1), thereby relieving such vendor or seller from the obligation to collect sales and use tax on purchases or rentals of such materials, supplies, tools, equipment, or services by the Agency through its agent, the Company, or any Subagent.

THIS LETTER SHALL BE IN EFFECT UNTIL AUGUST 31, 2023.

[Remainder of page left blank intentionally]

In the event you have any questions with respect to the above, please do not hesitate to call Kenneth F. Rose, Chief Executive Officer of the Agency, at (518) 853-8334.

Very truly yours,

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Authorized Officer

MONTGOMERY COUNTY

INDUSTRIAL
DEVELOPMENT
AGENCY

EXHIBIT A

IDA AGENT OR PROJECT OPERATOR
EXEMPT PURCHASE CERTIFICATES

See attached.

MONTGOMERY COUNTY

MCI DA

INDUSTRIAL DEVELOPMENT AGENCY



New York State Department of Taxation and Finance
New York State Sales and Use Tax

ST-123
(7/14)

**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		
Name of project	IDA project number (use OSC number)	
Street address of project site		
City, town, or village	State	ZIP code
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	

Instructions

To the purchaser

You may use Form ST-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from sales and use tax as described in the IDA contract.

You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number — If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter *N/A*.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

Example 1: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.

Example 2: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment to be incorporated into the project, as agent for the IDA. Contractor X makes the same purchases as in Example 1. Since the concrete, lumber, and machinery will actually be incorporated into the project, contractor X may purchase these items exempt from tax. However, rental of the backhoe and bulldozer is not exempt since these transactions are normally taxable and the IDA agreement does not authorize contractor X to make such rentals as agent of the IDA.

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, *Contractor Exempt Purchase Certificate*, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases

To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).

- Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.
- Mark box B to indicate you are purchasing certain consumer utility services used in completing the project exempt from tax. This includes gas, electricity, refrigeration, and steam; and gas, electric, refrigeration, and steam services.
- Mark box C to indicate you are purchasing a motor vehicle or tangible personal property related to a qualifying motor vehicle exempt from tax.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. 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.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



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



New York State Department of Taxation and Finance
New York State Taxes on Fuel (Articles 12-A, 13-A, 28, and 29)
**IDA Agent or Project Operator
Exempt Purchase Certificate for Fuel**

FT-123
(10/14)

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

To be completed by the purchaser and given to the seller.

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 fuel for use in the following IDA project and that such purchases qualify as exempt from excise taxes and sales and use taxes under my agreement with the IDA.

Name of IDA		
Name of project	IDA project number (use OSC number)	
Street address of project site		
City, town, or village	State	ZIP code
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 – Only fuel or residual petroleum product used to **complete** the project may be purchased by IDA agents or project operators exempt from the fuel excise tax, petroleum business tax, and sales and use tax. Fuel or residual petroleum product used to **operate** a business after the project is completed does not qualify for this exemption (see instructions).

Mark an **X** in boxes that apply:

- ☐ A. Motor fuel ☐ C. Non-highway diesel motor fuel
☐ B. Highway diesel motor fuel ☐ D. Residual petroleum product

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 excise taxes and 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 1638 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	

Instructions

To the purchaser

You may use Form FT-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from excise taxes and sales and use tax as described in the IDA contract.

You may use Form FT-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number – If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter *N/A*.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases. However, IDAs do not normally make direct purchases for projects. Commonly, an IDA instead appoints a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax. Purchases made by an agent or project operator to operate a business after the project is completed are subject to tax.

Example: An IDA agreement with its agent, Contractor X, states that Contractor X may make all purchases of materials and equipment necessary for completion of the project as agent for the IDA.

Contractor X purchases non-highway diesel motor fuel for use in construction equipment that will be used to prepare the site for construction. Since the fuel is being used to complete the project, Contractor X may purchase the fuel exempt from taxes.

When the project is completed, Contractor X purchases motor fuel and highway diesel motor fuel for use in snowplows and other maintenance vehicles used to maintain the parking lots for the business. Contractor X may not purchase this fuel exempt from tax because it is being used to operate, not to complete, the project.

Exempt purchases

To qualify for exemption, the purchases must be made within the authority granted by the IDA and used to **complete** the project, but not to **operate** the completed project.

Box A – *Motor fuel* is gasoline, benzol, reformulated blend stock for oxygenate blending, conventional blend stock for oxygenate blending, E85, fuel grade ethanol that meets the ASTM International active standards specification D4806 or D4814, or other product which is suitable for use in the operation of a motor vehicle engine. If you are purchasing motor fuel exempt from tax, mark this box.

Box B – *Highway diesel motor fuel* is any diesel motor fuel that is **not** non-highway diesel motor fuel. If you are purchasing highway diesel motor fuel exempt from tax, mark this box.

Box C – *Non-highway diesel motor fuel* is any diesel motor fuel designated for use other than on a public highway, and is dyed diesel motor fuel. If you are purchasing non-highway diesel motor fuel exempt from tax, mark this box.

Diesel motor fuel is No. 1 diesel fuel, No. 2 diesel fuel, biodiesel, kerosene, fuel oil, or other middle distillate, and also motor fuel suitable for operating a diesel engine. Diesel motor fuel does not include any product specifically designated "No. 4 diesel fuel."

Box D – *Residual petroleum product* means the topped crude of refinery operations, including No. 5 fuel oil, No. 6 fuel oil, bunker C, and the special grade of diesel product designated as No. 4 diesel fuel, that is not suitable for use in the operation of a motor vehicle engine. If you are purchasing residual petroleum product exempt from tax, mark this box.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. 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.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



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- get information and manage your taxes online
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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

**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 Montgomery County Industrial Development Agency			IDA project number (use OSC numbering system for projects after 1998) 2702 19 02	
Street address 9 Park Street, PO Box 1500			Telephone number (518) 853-8834	
City Fonda	State NY	ZIP code 12068	Email address (optional)	

Project operator or agent information

Name of IDA project operator or agent Mohawk Solar LLC		Mark an X in the box if directly appointed by the IDA: <input type="checkbox"/>	Employer identification or Social Security number 47-4247745	
Street address 1125 NW Couch Street		Telephone number (503) 796-7000		Primary operator or agent? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
City Portland	State OR	ZIP code 97209	Email address (optional)	

Project information

Name of project Mohawk Solar LLC			
Street address of project site See Attached			
City Canajoharie	State NY	ZIP code	Email address (optional)
Purpose of project Solar powered electric generating facility			

Description of goods and services intended to be exempted from New York State and local sales and use taxes

EQUIPMENT, MACHINERY, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT

Date project operator or agent appointed (mmdyy) 12/20 /2019	Date project operator or agent status ends (mmdyy) 08/31/2023	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: \$12,240,000		Estimated value of New York State and local sales and use tax exemption provided: \$1,958,400

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 Matthew Beck		Print title Chairman	
Signature 		Date 12/20/2019	Telephone number (518) 853-8834

COUNTY OF MONTGOMERY INDUSTRIAL DEVELOPMENT AGENCY - MOHAWK SOLAR PROJECT

Tax Parcel I.D. Number	Town	School District	Street	Underlying Property Owner	Company Real Property Interest
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61.-1-24.3	Minden	Fort Plain CSD	Nestle Road	Stoltzfus, Moses & Rachel	Lease
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77.-2-15.2	Canajoharie	Canajoharie CSD	262 Marshville Road	Borchert, Timothy & Cynthia	Easement
77.-2-15.12	Canajoharie	Canajoharie CSD	282 Marshville Road	Borchert, Timothy	Lease
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77.-2-17.2	Canajoharie	Canajoharie CSD	270 Duncel	Borchert, Timothy & Cynthia	Setback and Easement
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78.-1-30	Canajoharie	Canajoharie CSD	Clinton Road	Moyer, James	Setback and Easement
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78.-1-3.1	Canajoharie	Canajoharie CSD	487 Clinton Road	Shults, David & Lori Ann	Lease
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77.-2-11.2	Canajoharie	Canajoharie CSD	280 Tanners Road	Zook, Levi	Lease

CLOSING ITEM NO: B-5

AFFIDAVIT OF MAILING OF
THIRTY-DAY SALES TAX REPORT (ST-60)

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

The undersigned, being duly sworn, hereby states:

That on January 7, 2020, I mailed a Thirty-Day Sales Tax Report (ST-60) executed by the Montgomery County Industrial Development Agency (the "Agency") said ST-60 reflecting the appointment of Mohawk Solar LLC (the "Company"), as agent of the Agency with respect to the Mohawk Solar LLC Project, to the following:

NYS Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

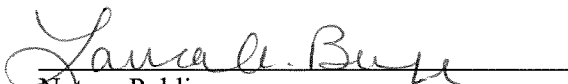
7018 2290 0000 2891 8632

In witness thereof, I have hereunto set my hand this 7th day of January, 2020.



Adam Carson

Sworn to before me this
7th day of January, 2020.


Notary Public

LAURAA. BEYER
No. 01BE6278746
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 25, 2021



Christopher C. Canada
Partner
ccanada@hodgsonruss.com

January 7, 2020

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

NYS Tax Department
IDA Unit
Building 8, Room 738
W. A. Harriman Campus
Albany, New York 12227

Re: Montgomery County Industrial Development Agency
Mohawk Solar LLC Project

Ladies/Gentlemen:

Enclosed herewith please find an executed Tax Form ST-60 - IDA Appointment of Project Operator or Agent for Sales Tax Purposes regarding the above-captioned transaction.

If you have any questions or comments regarding the foregoing, please contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to be "C. Canada", written over a horizontal line.

Christopher C. Canada

CCC/sjh
Enclosure

cc: Ken Rose (via e-mail; without enclosure)

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FAQs >

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Your item was delivered at 8:44 am on January 9, 2020 in ALBANY, NY 12227.

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For delivery information, visit our website at www.usps.com ®.	
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Certified Mail Fee \$ 3.50	Postmark Here JAN 7 2020
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<input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ 2.80	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$ 0.50	
Total Postage and Fees \$ 6.80	
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Street and Apt. No., or PO Box No. Building 8, Room 738	ST-60
City, State, and ZIP+4® W.A. Harriman Campus	CCC/1518
PS Form 3802, April 2015 PSN 7550-02-000-9047 See Reverse for Instructions	

Feedback

See Less ^



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 Montgomery County Industrial Development Agency			IDA project number (use OSC numbering system for projects after 1998) 2702 19 02	
Street address 9 Park Street, PO Box 1500			Telephone number (518) 853-8834	
City Fonda	State NY	ZIP code 12068	Email address (optional)	

Project operator or agent information

Name of IDA project operator or agent Mohawk Solar LLC		Mark an X in the box if directly appointed by the IDA: <input type="checkbox"/>	Employer identification or Social Security number 47-4247745	
Street address 1125 NW Couch Street		Telephone number (503) 796-7000	Primary operator or agent? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
City Portland	State OR	ZIP code 97209	Email address (optional)	

Project information

Name of project Mohawk Solar LLC			
Street address of project site See Attached			
City Canajoharie	State NY	ZIP code	Email address (optional)
Purpose of project Solar powered electric generating facility			

Description of goods and services intended to be exempted from New York State and local sales and use taxes EQUIPMENT, MACHINERY, BUILDING IMPROVEMENTS, SITE IMPROVEMENTS AND RELATED COSTS TO THE PROJECT			
Date project operator or agent appointed (mmddyy) 12/20 /2019	Date project operator or agent status ends (mmddyy) 08/31/2023	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: \$12,240,000		Estimated value of New York State and local sales and use tax exemption provided: \$1,958,400	

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 Matthew Beck		Print title Chairman	
Signature 		Date 12/20/2019	Telephone number (518) 853-8834

COUNTY OF MONTGOMERY INDUSTRIAL DEVELOPMENT AGENCY - MOHAWK SOLAR PROJECT

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**NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)**

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Montgomery County Indust Develop Agency
Street 9 Park Street, PO Box 1500
City Fonda, New York 12068
Telephone no. Day (518) 853-8834
Evening () _____
Contact Kenneth Rose
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Mohawk Solar LLC
Street 1125 NW Couch Street, Suite 700
City Portland, Oregon 97209
Telephone no. Day () 503-796-7000
Evening () _____
Contact Director, Non-Income Tax
Title _____

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) See attached schedule
b. Street address See attached schedule
c. City, Town or Village Canajoharie and Minden
d. School District Fort Plain CSD
e. County Montgomery
f. Current assessment _____
g. Deed to IDA (date recorded; liber and page) _____

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Solar powered electric generating facility
b. Type of construction New construction
c. Square footage _____
d. Total cost _____
e. Date construction commenced _____
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2038

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Pursuant to the attached Payment in Lieu of Tax Agreement
b. Projected expiration date of agreement December 31, 2038

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Montgomery</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Canajoharie/Minden</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District <u>Fort Plain</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Mohawk Solar LLC
 Title Director, Non-Income Tax
 Address 1125 NW Couch St., Ste 700
Portland, Oregon 97209

e. Is the IDA the owner of the property? ☐ Yes ☒ No (check one)

If "No" identify owner and explain IDA rights or interest in an attached statement.

Telephone 503-796-7000

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☒ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on _____ (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Matthew Beck, Chairman of
Montgomery County Industrial Development Agency hereby certify that the information
Organization
 on this application and accompanying papers constitutes a true statement of facts.

12/ 20 /2019
 Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____

2. Applicable taxable status date _____

3a. Agreement (or extract) date _____

3b. Projected exemption expiration (year) _____

4. Assessed valuation of parcel in first year of exemption \$ _____

5. Special assessments and special as valorem levies for which the parcel is liable:

 Date

 Assessor's signature

RP-412-a Attachment

5. e. The IDA has a leasehold interest in the property pursuant to a lease to agency dated as of March 1, 2019 (the "Lease to Agency") from the Company to the IDA.

Montgomery County Industrial Development Agency
Mohawk Solar Project
RP-412-a Real Property Tax Exemption Application

Attachment A

Summary:

Pursuant to an underlying lease agreement, dated as of December 1, 2019, between the Montgomery County Industrial Development Agency (the "Agency") and Mohawk Solar LLC (the "Company") with respect to the Company's solar-powered electric generating facility project (the "Project"), the Agency acquired a leasehold interest in the Company's interests in real property for the tax parcels listed below. It is anticipated that the Company's leasehold and easement interests in such parcels, and any solar-powered electric generating facility improvements and equipment located thereon, will be severed from the fee simple interests for assessment purposes and will prospectively be assigned separate tax parcel identification numbers (Company fee-owned parcels would retain their existing tax parcel identification numbers). Since that severance has not yet occurred and no solar-powered electric generating facility improvements and equipment have been constructed or located on those parcels, there are no tax parcel numbers or existing assessed values for the property interests acquired by the Agency.

List of Affected Tax Jurisdictions:

The "Affected Tax Jurisdictions" (as defined in the General Municipal Law) for the Project are:

Montgomery County
Town of Canajoharie
Town of Minden
Canajoharie Central School District
Fort Plain Central School District

List of Real Property Interests:

See attached Schedule 1.

COUNTY OF MONTGOMERY INDUSTRIAL DEVELOPMENT AGENCY - MOHAWK SOLAR PROJECT
 RP-412-A REAL PROPERTY TAX EXEMPTION APPLICATION
 SCHEDULE 1 TO ATTACHMENT A - LIST OF REAL PROPERTY INTERESTS

Tax Parcel I.D. Number	Town	County	Street	Underlying Property Owner	Company Real Property Interest
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Montgomery County Industrial Development Agency
Mohawk Solar Project
RP-412-a Real Property Tax Exemption Application

Attachment B

Copy of PILOT Agreement

CLOSING ITEM NO.: A-5

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

MOHAWK SOLAR LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF DECEMBER 1, 2019

RELATING TO THE PROJECT FACILITY LOCATED IN THE TOWN OF
MINDEN, MONTGOMERY COUNTY, NEW YORK AND THE TOWN
OF CANAJOHARIE, MONTGOMERY COUNTY, NEW YORK.

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(This Table of Contents is not part of the Payment in Lieu of Tax Agreement and is for convenience of reference only.)

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PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of December 1, 2019 (the "Payment in Lieu of Tax Agreement") by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 9 Park Street, Fonda, New York (the "Agency"), and MOHAWK SOLAR LLC, limited liability company organized and existing under the laws of the State of New York having an office for the transaction of business located at 1125 NW Couch Street, Portland, Oregon (the "Company");

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of 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 purposes, in order to advance the job opportunities, health, general prosperity and 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, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 666 of the Laws of 1970 of the State, as amended, constituting Section 895-d of said General Municipal Law (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in May, 2018, the Company presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the

lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on May 17, 2018 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notices of public hearings of the Agency (collectively, the "Public Hearings") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 10, 2018 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notices of the Public Hearings to be posted on (i) October 10, 2018 on a bulletin board located at 12 Mitchell Street in the Town of Canajoharie, Montgomery County, New York and (ii) October 11, 2018 on a bulletin board located at the Town Clerk's Office in the Town of Minden, Montgomery County, New York, (C) caused notices of the Public Hearings to be posted on October 10, 2018 on the Agency's website; (D) caused notices of the Public Hearings to be published on October 12, 2018 in (i) the Courier Standard Enterprise, a newspaper of general circulation available to the residents of the Town of Canajoharie, Montgomery County, New York and (ii) The Recorder, a newspaper of general circulation available to the residents of the Town of Minden, Montgomery County, New York, (D) conducted the Public Hearings on October 24, 2018 at 6:00 p.m., local time, at the Municipal Town Building, 134 Highway 80, Fort Plain, New York and at 7:30 p.m., local time, at 12 Mitchell Street, Canajoharie, New York, respectively, and (E) prepared reports of the Public Hearings (collectively, the "Hearing Reports") fairly summarizing the views presented at such Public Hearings and caused copies of said Hearing Reports to be made available to the members of the Agency; and

WHEREAS, the Agency's Uniform Tax Exemption Policy (the "Policy") provides a standardized method for the determination of payments in lieu of taxes for a facility similar to the Project Facility. In connection with the Application, the Company made a request to the Agency that the Agency deviate from the Policy with respect to Project Facility. The Chief Executive Officer of the Agency caused a letter dated November 20, 2018 (the "PILOT Deviation Notice Letter") to be mailed to the chief executive officers of the Town of Minden, New York (the "Town of Minden"), the Town of Canajoharie, New York (the "Town of Canajoharie" and together with the Town of Minden, the "Towns"), the Fort Plain Central School District (the "Fort Plain School District"), the Canajoharie Central School District (the "Canajoharie Central School District" and together with the Fort Plain School District, the "School Districts") and Montgomery County, through its elected County Legislature (the "County," and together with the Towns and the School Districts, being collectively referred to as the "Affected Tax Jurisdictions"); and

WHEREAS, the proposed deviation from the Policy is outlined in resolutions (the "Deviation Approval Resolutions") that were provided to the Affected Tax Jurisdictions, which Deviation Approval Resolutions were subsequently adopted by the Affected Tax Jurisdictions; and

WHEREAS, by resolution adopted by the members of the Agency on December 20, 2018 (the "PILOT Deviation Approval Resolution"), the members of the Agency determined to deviate from the Policy with respect to the Project; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on December 20, 2018 (the "SEQRA Resolution"), the Agency determined that as a result of the Company

having submitted a preliminary scoping statement, among other materials, documents, status reports, and filing letters, to the New York State Board on Electric Generation Siting and the Environment with respect to the Project pursuant to Article 10 of the Public Service Law of the State of New York, as amended ("Article 10"), the Project is exempt from review under SEQRA pursuant to the provisions of Article 10 and therefore no SEQRA review is required; and

WHEREAS, by further resolution adopted by the members of the Agency on December 20, 2018 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of December 1, 2019 (the "Lease Agreement") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"); and

WHEREAS, pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency (1) an underlying lease dated as of December 1, 2019 (the "Underlying Lease"), pursuant to which the Company will lease to the Agency its leasehold interest in the Leased Property (as defined therein), (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of December 1, 2019 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility and (2) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company will execute and deliver the uniform agency project agreement dated as of December 1, 2019 (the "Uniform Agency Project Agreement") by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement, (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "Real Property Tax Law"), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as PILOT

Payments (as defined herein) with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

(D) Consent by Affected Tax Jurisdictions. The Deviation Approval Resolutions adopted by the Affected Tax Jurisdictions approving the terms of this Payment in Lieu of Tax Agreement are attached hereto as Exhibit B.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization and its operating agreement to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization or its operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) 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 of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement, *provided, however*, that the Project Facility may not be constructed without an Article 10 certificate from the New York State Board on Electric Generation Siting and the Environment (which has not been heretofore obtained but which the Company is pursuing).

ARTICLE II

COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE PROJECT FACILITY. (A) Assessment of the Project Facility. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a "Real Property Tax Exemption Form") with respect to the Project Facility, and for so long thereafter as the Agency shall have a leasehold interest in the Project Facility, the Project Facility shall be assessed by the Affected Tax Jurisdictions as exempt upon the assessment rolls of the respective Affected Tax Jurisdictions prepared subsequent to the acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease and the filing of the Real Property Tax Exemption Forms. The Agency shall provide a copy of this Payment in Lieu of Tax Agreement together with the filed Real Property Tax Exemption Form to the assessors for the Towns (the "Assessors"). The Company shall, promptly following acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease, take such action as may be necessary to ensure that the Project Facility shall be assessed as exempt upon the assessment rolls of the respective Affected Tax Jurisdictions prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form and a copy of this Payment in Lieu of Tax Agreement shall be filed with the appropriate officer or officers of each respective Affected Tax Jurisdiction responsible for assessing properties on behalf of each such Affected Tax Jurisdiction (each such officer being hereinafter referred to as an "Assessor"). For so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Affected Tax Jurisdiction. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Affected Tax Jurisdiction until the first tax year of such Affected Tax Jurisdiction following the tax status date of such Affected Tax Jurisdiction occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the respective Affected Tax Jurisdictions. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project Facility.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES. (A) Agreement to Make Payments. The Company agrees during the term of this Payment in Lieu of Tax Agreement to make PILOT Payments (as defined herein) to the Agency as set forth on Schedule A attached hereto. The PILOT Payments shall be paid by the Agency to the Affected Tax Jurisdictions pursuant to the provisions hereof.

(B) Valuation of the Project Facility. (1) The value of the Project Facility (hereinafter referred to as the "Assessed Value") shall be determined by the appropriate Assessors. The parties hereto agree that the Assessors shall (a) appraise the Project Facility in the same manner as other similar properties in the general area of the Project Facility and (b) place an Assessed Value upon the Project Facility, equalized if

necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes, for the purpose of levying special assessments and special ad valorem taxes on the Project Facility. The Company shall be entitled to written notice of the initial determination of the Assessed Value of the Project Facility and of any change in the Assessed Value of the Project Facility.

(2) The parties hereto agree and recognize that the Assessed Value determined pursuant to this Section 2.02(B) is not required to calculate the payments in lieu of taxes due under Section 2.02(C) hereof.

(C) Amount of PILOT Payments. (1) Annual PILOT Payment Amounts. The payments in lieu of taxes to be paid by the Company annually to the Agency on behalf of each Affected Tax Jurisdiction pursuant to the terms of this Payment in Lieu of Tax Agreement shall be as set forth in Schedule A attached hereto (each a "PILOT Payment" and together "PILOT Payments").

(2) Certification of Installed Capacity. No less than forty-five (45) days prior to the initial PILOT Payment due pursuant to the provisions of this Payment in Lieu of Tax Agreement, the Company shall certify to the Agency the nameplate generating capacity of the Project Facility, measured in megawatts of alternating current ("MW"), installed within each Affected Tax Jurisdiction group described in the table below ("Installed Capacity" and "Installed Capacity Certification," respectively). A form of such Installed Capacity Certification is attached hereto as Exhibit C. The Project Facility is anticipated to have an Installed Capacity in each Affected Tax Jurisdiction group as of the Completion Date (as defined in the Lease Agreement) as follows:

<u>Affected Tax Jurisdiction Group</u>	<u>Installed Capacity (MW)</u>
Town of Minden / Fort Plain Central School District / Montgomery County	23.36
Town of Canajoharie / Fort Plain Central School District / Montgomery County	4.45
Town of Canajoharie / Canajoharie Central School District / Montgomery County	62.69
Total:	90.50

(3) PILOT Payment Allocation. Each PILOT Payment shall first be allocated by the Agency in proportion to the Installed Capacity in the groupings of the Affected Tax Jurisdiction set forth in the table above and in the relevant Installed Capacity Certification provided by the Company relative to the total Installed Capacity of the Project Facility as a whole set forth in Exhibit C hereto. PILOT Payments will then be allocated by the Agency within such groupings of the Affected Tax Jurisdictions in accordance with the percentages established by their respective tax rates as a percentage of the combined tax rate of each Affected Tax Jurisdiction group for the assessment roll year corresponding to that payment year.

(D) Additional Payments in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land, other than any structural addition, additional building or structure contemplated in the Application (such structural additions and additional buildings and other structures being hereinafter referred to as "Additional Facilities") the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as "Additional Payments") to the Agency with respect to such Additional Facilities, such Additional Payments to be computed separately for each Affected Tax Jurisdiction as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Additional Normal Tax") which would be payable to each Affected Tax Jurisdiction with respect to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to Section 2.02(E) of this Payment in Lieu of Tax Agreement by (b) the tax rate or rates of such Affected Tax Jurisdiction that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Affected Tax Jurisdiction if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the term of this Payment in Lieu of Tax Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Affected Tax Jurisdiction) if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Agency on behalf of each Affected Tax Jurisdiction as a PILOT Payment with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Additional Normal Tax due each Affected Tax Jurisdiction with respect to such Additional Facilities for such fiscal tax year (unless the Agency and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(E) Valuation of Additional Facilities for Determining Additional Payments in Lieu of Taxes.

(1) The value of any Additional Facilities for purposes of determining Additional Payments due pursuant to Section 2.02(D) of this Payment in Lieu of Tax Agreement shall be determined by the Assessors of each respective Affected Tax Jurisdiction. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, and if the Company shall have given written notice of such dissatisfaction to the appropriate Assessor and the Agency within thirty (30) days of receipt by the Company of written notice of the initial establishment of such Additional Assessed Value, or of a change in such Additional Assessed Value, then the Company shall be entitled to protest before, and to be heard by, the appropriate Assessor and the Agency. If the Agency, the Company and any Assessor shall fail to reach agreement as to the proper Additional Assessed Value of the Additional Facilities for purposes of determining payments in lieu of taxes due under this Payment in Lieu of Tax Agreement, then such Assessor, the Company and the Agency shall each select one arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall be a qualified real estate appraiser, experienced in valuation for the purposes of tax assessment in the general area of the Project Facility, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Additional Assessed Value of the Additional Facilities has been properly established by the Assessor. It is understood that the arbitrators are empowered to confirm the Additional Assessed Value or to determine a lower Additional Assessed Value. Any payments in lieu of taxes due upon such Additional Facilities pursuant to Section 2.02(D) hereof may not be withheld by the Company pending determination of the Additional Assessed Value by the arbitrators.

(F) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Affected Tax Jurisdiction a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof. The Agency shall submit to the Company periodic statements specifying the amount and due date of the payments due hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are billed by the Towns and the County.

(G) Due Date of PILOT Payments. The Company agrees to pay PILOT Payments to the Agency for the benefit of the Affected Tax Jurisdictions on or before January 31st of each year in accordance with Schedule A hereto.

(H) Method of Payment. All payments by the Company hereunder shall be paid to the Agency in lawful money of the United States of America. The Agency shall in turn distribute the amounts so paid to the various Affected Tax Jurisdictions entitled to same.

SECTION 2.03. CREDIT FOR TAXES PAID. (A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Affected Tax Jurisdiction any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make PILOT Payments attributed to such fiscal tax year to such Affected Tax Jurisdiction hereunder shall be reduced by the amounts which the Company shall have so paid to such Affected Tax Jurisdiction in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any PILOT Payment due to the Agency for the benefit of any other Affected Tax Jurisdiction. To the extent the amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature paid by the Company are greater than the allocated share(s) of the next annual PILOT Payments under this Payment in Lieu of Tax Agreement, the amount of the credit insufficiency shall be carried forward and applied to the allocated share(s) of the next annual and future PILOT Payments.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular PILOT Payment due hereunder, the Company shall give the governing body of the involved Affected Tax Jurisdiction and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least fifteen (15) days prior to the date on which such PILOT Payment is due pursuant to the provisions of Section 2.02(E) hereof. In the event that the governing body of the appropriate Affected Tax Jurisdiction desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(B) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any PILOT Payment due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said PILOT Payment pursuant to the provisions of this Section 2.03) until the decision of

the arbitrators is rendered. After the decision of the arbitrators is rendered, the PILOT Payment with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS. (A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency for the benefit of the Affected Tax Jurisdictions until such payment in default shall have been made in full, and the Company shall pay the same to the Agency for the benefit of the Affected Tax Jurisdictions together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

ARTICLE III

LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Montgomery County, New York, and neither the State of New York nor Montgomery County, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

(D) The obligations and agreements of the Company contained herein and in the other Basic Documents and any other instrument or document executed in connection herewith or therewith, 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, officer, agent, servant or employee of the Company in his individual capacity, and the members, officers, agents, servants and employees 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.

ARTICLE IV

EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of thirty (30) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of sixty (60) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such sixty (60) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said sixty (60) day period and thereafter diligently and expeditiously proceeds to cure the same, such sixty (60) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty (30) day period and the Company shall have commenced action to cure the incorrectness within said thirty (30) day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Affected Tax Jurisdiction, then with respect to such Event of Default such Affected Tax Jurisdiction) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

(D) No Acceleration. Upon the occurrence and during the continuation of an Event of Default hereunder, the Agency shall not have the right to accelerate future PILOT Payments under this Payment in Lieu of Tax Agreement not yet due and payable as of the date of such exercise of remedies.

SECTION 4.03. PAYMENT OF ATTORNEYS' FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable and documented fees and disbursements of such attorneys and all other reasonable and documented expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Affected Tax Jurisdiction is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. (A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) December 31st of the calendar year in which the last PILOT Payment pursuant to this Payment in Lieu of Tax Agreement is due or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Article X or Article XI of the Lease Agreement.

(B) Extended Term. In the event that (1) the Agency's interest in the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Affected Tax Jurisdictions, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Agency in amounts equal to those amounts which would be due from the Company to the respective Affected Tax Jurisdictions if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Affected Tax Jurisdictions having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Affected Tax Jurisdiction. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Affected Tax Jurisdiction under Article II hereof shall be sufficiently given and shall be deemed given when given by the Affected

Tax Jurisdiction in the same manner in which similar notices are given to owners of taxable properties by such Affected Tax Jurisdiction.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Mohawk Solar LLC
1125 NW Couch Street
Portland, Oregon 97209
Attention: Director, Non-Income Tax

WITH A COPY TO:

Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Matthew S. Moses, Esq.

IF TO THE AGENCY:

Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: A. Joseph Scott, III, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Affected Tax Jurisdiction shall also be given to the chief executive officer of such Affected Tax Jurisdiction.

(E) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Affected Tax Jurisdictions.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in Lieu

of Tax Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.


SECTION 5.08. COUNTERPARTS. This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5.10. ASSIGNMENT. This Payment in Lieu of Tax Agreement shall be assigned by the Company in connection with any assignment permitted under the Lease Agreement.

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

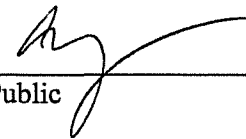
LEGAL
IN

BY: _____
Authorized Representative

BY: _____
Authorized Representative

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

On the 12th day of December, in the year 2019, before me, the undersigned, personally appeared MATTHEW BECK, 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.



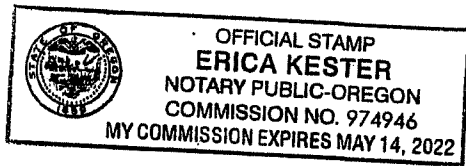
Notary Public

A. Joseph Scott, III
Notary Public, State of New York
Qualified in Albany County
No. 02SC4811591
Commission Expires December 31, 2022

STATE OF OREGON

COUNTY OF MULTNOMAH

On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared STEVE KRUMP, 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.

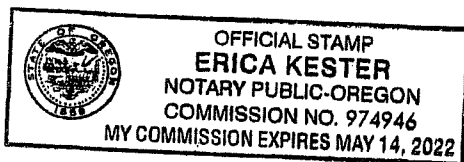


Gina Lester
Notary Public

STATE OF OREGON

COUNTY OF MULTNOMAH

On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared JESSE GRONNER, 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.



Guica Pastor
Notary Public

EXHIBIT A

DESCRIPTION OF THE LAND

(Borchert). Easement Agreement between Timothy Borchert and Cynthia Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.2, dated June 8, 2018 and recorded in the Montgomery County Clerk's Office on August 29, 2018 as Instrument No. 2018-79694.

(Borchert). Lease Agreement between Tim Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.12 and 77.-2-13, recorded on March 22, 2018 as Instrument No. 2018-77211, as amended by that Confirmation, Amendment, Affirmation, Adoption, Ratification and Continuation of Solar Energy Lease Agreement dated July 9, 2019 and recorded in the Montgomery County Clerk's Office on September 3, 2019 as Instrument No. 2019-84849.

(Borchert). Setback and Easement Agreement between Timothy A. Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.2, dated August 6, 2019 and recorded in the Montgomery County Clerk's Office on September 3, 2019 as Instrument No. 2019-84850.

(Chase). Easement Agreement between Leslie R. Chase, Jr. and Cynthia A. Chase and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-23, dated June 12, 2018 and recorded in the Montgomery County Clerk's Office on August 29, 2018 as Instrument No. 2018-79693.

(Dean). Setback and Easement Agreement between Michael T. Dean and Suzanne M. Dean and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.12, dated November 15, 2019 and recorded in the Montgomery County Clerk's Office on November 22, 2019 as Instrument No. 2019-85893.

(Dennis). Lease Agreement between Malvin K. Dennis and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-12.1, dated August 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77213.

(Heiser). Easement Agreement between Scott Ralph Heiser and Deborah Lee Heiser and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-1.2, dated May 24, 2019 and recorded in the Montgomery County Clerk's Office on August 5, 2019 as Instrument No. 2019-84470.

(Heiser). Lease Agreement between Jason Heiser and Linda C. Heiser and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 61.-2-24, 77.-2-3.2, 77.-2-16.2, 77.-2-16.12, 78.-1-1.1, 78.-1-39, and 78.-1-41 dated June 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77212.

(Fisher). Easement Agreement between Aaron K. Fisher and Miriam E. Fisher and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-15.1, 93.-1-15.2, and 78.-1-57, dated September 13, 2017 and recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018- 78482, as amended by a First Amendment dated

June 4, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument Number 2019-83686.

(Izzo). Lease Agreement between Giovanni L. Izzo and Linda M. Izzo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-1, dated November 21, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77209.

(Mifsud). Lease Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78484.

(Mifsud). Easement Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated September 28, 2019 and recorded in the Montgomery County Clerk's Office on October 18, 2019 as Instrument Number 2019-85452.

(Moore). Easement Agreement between David V. Moore and Julie A. Moore and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-26.4, dated May 24, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument No. 2019-83687.

(Moyer). Setback and Easement Agreement between James R. Moyer and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-30 and 78.-1-29, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82893.

(Sarullo). Setback and Easement Agreement between Joseph W. Sarullo and Martha M. Sarullo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-8, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82894.

(Stoltzfus). Lease Agreement between Moses B. Stoltzfus and Rachel S. Stoltzfus and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 77.-2-1 and 61.-1-24.3, dated August 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77210.

(Shults). Lease Agreement between David Shults and Lori Ann Shults and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-3.1, 78.-1-6.2, and 78.-1-8, dated July 14, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77214.

(Stone). Lease Agreement between Clifford J. Stone and Joan E. Stone and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-21 dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78483.

(Timerman). Lease Agreement between Mark Timerman and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-3, dated January 18,

2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on July 19, 2018 as Instrument No. 2018-78983.

(Wengerd). Lease Agreement between Ezra S. Wengerd and Annie F. Wengerd and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-6.1, dated June 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78481.

(Zook). Lease Agreement between Levi Zook and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-11.1 and 77.-2-11.2, dated January 3, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on February 5, 2019 as Instrument No. 2019-81980.

EXHIBIT B

**RESOLUTIONS OF AFFECTED TAX JURISDICTIONS
APPROVING THE PAYMENT IN LIEU OF TAX AGREEMENT**

See attached.

**RESOLUTION NO. 247 of 2018****DATED: November 27, 2018**

RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND MOHAWK SOLAR LLC IN CONNECTION WITH THE MOHAWK SOLAR LLC PROJECT (ECONOMIC DEVELOPMENT AND PLANNING)

Resolution by Legislator: Kelly**Seconded by: Sweet**

WHEREAS, in May, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Montgomery County Industrial Development Agency (the "Agency"), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that Montgomery County, New York (the "County"), as an affected tax jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Legislature of Montgomery County, New York as follows:

Section 1. For the purpose of satisfying the requirements contained in Section 858(15) of the GML, the Legislature of the County (the "Legislature") hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The Chairman of the Legislature (the "Chairman") is hereby authorized, on behalf of the County, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the Chairman shall approve, the execution thereof by the Chairman to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the County are hereby authorized and directed for and in the name and on behalf of the County to do all acts and things required or provided for by the applicable provisions of the GML in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

RESOLUTION VOTE, passed with Aye(8). Legislator Duchessi was absent. (11/27/2018)

Schedule A

Statement of Legislative and Financial Impact:

I. Nature of Request:

Resolution requests approval for a PILOT Agreement for the Mohawk Solar LLC. Project in the Town's of Canajoharie and Minden.

II. Justification:

The County Industrial Development Agency is requesting approval resolutions from all five affected taxing jurisdictions (Town's of Canajoharie and Canajoharie, Montgomery County, Canajoharie and Fort Plain Central School Disctrics) before proceeding with action on the PILOT Agreement.

III. Legislative Impact:

Authorized pursuant to Article 2 of the Montgomery County Charter.

IV. Financial Impact:

Montgomery County would receive new tax revenues in the form of PILOT payments from approval of the project by the County Industrial Development Agency.

cc: County Clerk
County Treasurer

STATE OF NEW YORK County of Montgomery ss.:

Voting Record

Kelly	(R) Yes
Sweet	(R) Yes
Dimond	(D) Yes
Headwell, Jr.	(R) Yes
Wilson	(R) Yes
Duchessi	(D) Absent
Pepe	(R) Yes

This is to certify that I, the Undersigned, Clerk Of The Montgomery County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in the office, and which was passed by the Montgomery County Legislature on the 27th day of November, 2018, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have set my hand and the official seal of the Montgomery County Legislature this 11th day of December, 2018

Totals: Aye: 8

Isabel (D) Yes
Purtell (D) Yes

Nay: 0
Abstained: 0
Absent: 1

**County Executive took no action on this resolution.
This resolution was enacted on 12/9/2018**

177 15 2018

**APPROVING RESOLUTION #14 of 2018
PILOT AGREEMENT – MOHAWK SOLAR LLC PROJECT**

A regular meeting of the Town Board (the "Town Board") of the Town of Canajoharie, Montgomery County, New York (the "Town") was duly convened at 7:30 p.m., local time, at 12 Mitchell Street, Canajoharie, Montgomery County, New York on November 8, 2018.

The meeting was called to order by Town Supervisor Peter Vroman, and upon roll being called, the following members of the Board were:

PRESENT:

Peter Vroman	Supervisor
John Peruzzi	Councilperson
John Toomey, Jr.	Councilperson
William Armitstead	Councilperson
Rodney Young	Councilperson

ABSENT:

The following persons were ALSO PRESENT:

[] Joe Green

The following resolution was offered by Councilman William Armitstead and seconded by Councilman John Toomey, Jr.

**RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.**

WHEREAS, in May, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Montgomery County Industrial Development Agency (the "Agency"), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of

certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that the Town, as an affected taxing jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Town Board as follows:

Section 1. The Town Board hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The Supervisor of the Town (the "Town Supervisor") is hereby authorized, on behalf of the Town, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the Town Supervisor shall approve, the execution thereof by the Town Supervisor to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the Town are hereby authorized and directed for and in the name and on behalf of the Town to do all acts and things required or provided for by the applicable provisions of the Act in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Peter Vroman	VOTING	Abstain
John Peruzzi	VOTING	Aye
John Toomey, Jr.	VOTING	Aye
William Armistead	VOTING	Aye
Rodney Young	VOTING	Aye

The resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Town of Canajoharie, Montgomery County, New York (the "Town") and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board of the Town (the "Town Board") and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Town Board held on the 8th day of November, 2018 and entitled:

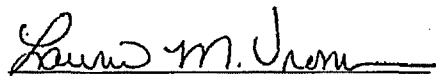
RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Town. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of the members of the Town Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 8th day of November, 2018.

(SEAL)



Laurie M. Vroman
Canajoharie Town Clerk

SCHEDULE A

PILOT AGREEMENT TERMS

- Fifteen (15) year term
- Annual PILOT payment of \$300,000 plus 2% escalator each year
- Annual PILOT payment divided pro rata among tax jurisdictions



Town of Minden

Municipal Building 134 State Highway 80, Fort Plain, NY 13339

Cheryl A. Reese
Supervisor
518-993-3966

Janet Trumbull
Town Clerk
518-993-3443

RESOLUTION 60 OF 2018
DATED: NOVEMBER 15, 2018
MINDEN, NEW YORK

RESOLUTION BY: S. Joan Eckler

SECOND BY: Karolann Grimm

RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND MOHAWK SOLAR LLC IN CONNECTION WITH THE MOHAWK SOLAR LLC PROJECT

WHEREAS, in May, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Montgomery County Industrial Development Agency (the "Agency"), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

Robert Harris
Sole Assessor
518-993-4844

Joseph J. Hanifin
Hwy. Superintendent
518-993-3351

Barry A. Vickers
Code Enforcement & Zoning Officer
518-993-3443

Town Court
518-993-3616

WHEREAS, the Agency desires that the Town, as an affected tax jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Town Board as follows:

Section 1. The Town Board hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The Supervisor of the Town (the "Town Supervisor") is hereby authorized, on behalf of the Town, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the Town Supervisor shall approve, the execution thereof by the Town Supervisor to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the Town are hereby authorized and directed for and in the name and on behalf of the Town to do all acts and things required or provided for by the applicable provisions of the Act in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

Vote on resolution:

Supervisor	Cheryl A. Reese	Aye
Council member	S. Joan Eckler	Aye
Council member	Karolann Grimm	Aye
Council member	Stephen Heiser	Aye
Council member	Thomas Yager	Aye


SUPERVISOR


TOWN CLERK

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Town of Minden, Montgomery County, New York (the "Town") and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board of the Town (the "Town Board") and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Town Board held on the 15th day of November, 2018 and entitled:

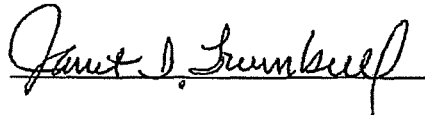
RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Town. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of the members of the Town Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 15th day of November, 2018.

(SEAL)



Town of Minden Town Clerk

SCHEDULE A

PILOT AGREEMENT TERMS

- Fifteen (15) year term
- Annual PILOT payment of \$300,000 plus 2% escalator each year
- Annual PILOT payment divided pro rata among tax jurisdictions

**APPROVING RESOLUTION
PILOT AGREEMENT – MOHAWK SOLAR LLC PROJECT**

A regular meeting of the Board of Education (the "Board of Education") of the Canajoharie Central School District, Montgomery County, New York (the "School District") was duly convened at 7:00 p.m., local time, at Room 113 at Canajoharie High School, 136 Scholastic Way, Canajoharie, Montgomery County, New York on November 8, 2018.

The meeting was called to order by President, Mark Brody, and upon roll being called, the following members of the Board were:

PRESENT:

Mr. Mark Brody	President
Mr. Scott Ferguson	Vice-President
Ms. Cheryl Vroman	Member
Mr. Christopher Fatta	Member
Mrs. Jennifer Field	Member

The following resolution was offered by Mr. Ferguson and seconded by Ms. Vroman.

**RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.**

WHEREAS, in May, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Montgomery County Industrial Development Agency (the "Agency"), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"); (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that the School District, as an affected tax jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education as follows:

Section 1. The Board of Education hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The President of the Board of Education is hereby authorized, on behalf of the School District, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the President of the Board of Education shall approve, the execution thereof by the President of the Board of Education to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the School District are hereby authorized and directed for and in the name and on behalf of the School District to do all acts and things required or provided for by the applicable provisions of the Act in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Mark Brody	VOTING	YES
Scott Ferguson	VOTING	YES
Cheryl Vroman	VOTING	YES
Christopher Fatta	VOTING	YES
Jennifer Field	VOTING	YES

The resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Canajoharie Central School District, Montgomery County, New York (hereinafter called the "School District") and the custodian of the records of the School District, including the minutes of the proceedings of the Board of Education of the School District (the "Board of Education") and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Board of Education held on the 8th day of November, 2018 and entitled:

RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the School District. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of trustees of the Board of Education was present throughout said meeting, and a legally sufficient number of trustees voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the School District and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 8th day of November, 2018.

(SEAL)




School District Clerk

SCHEDULE A

PILOT AGREEMENT TERMS

- Fifteen (15) year term
- Annual PILOT payment of \$300,000 plus 2% escalator each year
- Annual PILOT payment divided pro rata among tax jurisdictions

10/19/2018

**APPROVING RESOLUTION
PILOT AGREEMENT – MOHAWK SOLAR LLC PROJECT**

A regular meeting of the Board of Education (the "Board of Education") of the Fort Plain Central School District, Montgomery County, New York (the "School District") was duly convened at 7:00 p.m., local time, at 25 High Street in Fort Plain, Montgomery County, New York on November 14, 2018.

The meeting was called to order by President Ronald Kardash, and upon roll being called, the following members of the Board were:

PRESENT:

Ronald Kardash	President
Jeffrey Jones	First Vice President
Joseph Bartholomew	Second Vice President
Mary Beth Hudyncia	Member
Todd McFee	Member
Kimberly Keane	Member

ABSENT: David Przestrzelski Member

The following persons were ALSO PRESENT:

Dr. David Ziskin, Superintendent; Dr. Deborah Larrabee, Jr. Sr. High School Principal; Mrs. Lauren Crisman, Elementary Principal; Mrs. Katrina Canallatos, Director of Special Education; Mrs. Rebecca J. Smith, Secretary to the Superintendent/District Clerk; Jessica Sanders, Director of Human Resources; and Mrs. Philene Hudson, Director of Finance.

The following resolution was offered by Joseph Bartholomew and seconded by Todd McFee.

**RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.**

WHEREAS, in May, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Montgomery County Industrial Development Agency (the "Agency"), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes,

and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that the School District, as an affected tax jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education as follows:

Section 1. The Board of Education hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The President of the Board of Education is hereby authorized, on behalf of the School District, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the President of the Board of Education shall approve, the execution thereof by the President of the Board of Education to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the School District are hereby authorized and directed for and in the name and on behalf of the School District to do all acts and things required or provided for by the applicable provisions of the Act in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Ronald Kardash	VOTING	YES
Jeffrey Jones	VOTING	YES
Joseph Bartholomew	VOTING	YES
Mary Beth Hudyncia	VOTING	YES
Todd McFee	VOTING	YES
Kimberly Keane	VOTING	YES
David Przestrzelski	VOTING	ABSENT

The resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Fort Plain Central School District, Montgomery County, New York (hereinafter called the "School District") and the custodian of the records of the School District, including the minutes of the proceedings of the Board of Education of the School District (the "Board of Education") and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Board of Education held on the 14th day of November, 2018 and entitled:

RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the School District. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of trustees of the Board of Education was present throughout said meeting, and a legally sufficient number of trustees voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the School District and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 15th day of November, 2018.

(SEAL)


School District Clerk

SCHEDULE A

PILOT AGREEMENT TERMS

- Fifteen (15) year term
- Annual PILOT payment of \$300,000 plus 2% escalator each year
- Annual PILOT payment divided pro rata among tax jurisdictions

EXHIBIT C

FORM OF INSTALLED CAPACITY CERTIFICATION

[Date]

Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068
Attention: Chairman

Re: Mohawk Solar Project Installed Capacity Certification.

Mohawk Solar LLC hereby certifies that as of the above date the Mohawk Solar solar-powered electric generating facility (the "Project Facility") has an installed nameplate electric generating capacity ("Installed Capacity"), measured in megawatts of alternating current ("MW"), within each involved Affected Tax Jurisdiction group as follows:

Affected Tax Jurisdiction Group	Installed Capacity (MW)
Town of Minden / Fort Plain Central School District / Montgomery County	
Town of Canajoharie / Fort Plain Central School District / Montgomery County	
Town of Canajoharie / Canajoharie Central School District / Montgomery County	

MOHAWK SOLAR LLC

By: _____
Name:
Title:

SCHEDULE A

PILOT PAYMENTS SCHEDULE

A. Prior to completion of the Project. Beginning on the effective date of this PILOT Agreement and ending on the calendar year during which the earlier of the following occurs: (a) receipt by the Company of the Certificate of Occupancy (as defined in the Lease Agreement) or (b) the commencement of commercial operations at the Project Facility, the amount of PILOT Payments payable by the Company pursuant to this PILOT Agreement shall be calculated annually by the Town Assessor for each Affected Tax Jurisdiction as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Normal Tax") which would be payable to each Affected Tax Jurisdiction if the Land was owned by the Company and not the Agency by multiplying (a) the assessed value of the Land determined pursuant to Subsection (A)(2) of this Schedule A, by (b) the tax rate or rates of such Affected Tax Jurisdiction that would be applicable to the Land if the Land was owned by the Company and not the Agency.

(2) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Land shall be assessed as exempt on the assessment roll of any Affected Tax Jurisdiction, the amount payable by the Company to the Agency on behalf of each Affected Tax Jurisdiction as a payment in lieu of property tax pursuant to this PILOT Agreement with respect to the Land shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Affected Tax Jurisdiction with respect to the Land for such tax year.

B. After the completion of the Project.

In the first calendar year following the first taxable status date occurring after the earlier to occur of (a) receipt by the Company of the Certificate of Occupancy and (b) the commencement of commercial operations at the Project Facility, the Company will make PILOT Payments to the Agency for the benefit of the Affected Tax Jurisdictions with respect to the Project Facility for a fifteen (15) year period in accordance with the following illustrative table:

[table appears on the following page]

<u>PILOT Payments</u>¹					
<u>Payment Year</u>	<u>Assessment Roll Year</u>	<u>Fiscal Year of School Districts</u>	<u>Fiscal Year of Towns and County</u>	<u>Payment Due Date</u>	<u>PILOT Payments</u>
1	2022	2022-2023	2023	January 31, 2023	\$300,000
2	2023	2023-2024	2024	January 31, 2024	\$306,000
3	2024	2024-2025	2025	January 31, 2025	\$312,120
4	2025	2025-2026	2026	January 31, 2026	\$318,362
5	2026	2026-2027	2027	January 31, 2027	\$324,730
6	2027	2027-2028	2028	January 31, 2028	\$331,224
7	2028	2028-2029	2029	January 31, 2029	\$337,849
8	2029	2029-2030	2030	January 31, 2030	\$344,606
9	2030	2030-2031	2031	January 31, 2031	\$351,498
10	2031	2031-2032	2032	January 31, 2032	\$358,528
11	2032	2032-2033	2033	January 31, 2033	\$365,698
12	2033	2033-2034	2034	January 31, 2034	\$373,012
13	2034	2034-2035	2035	January 31, 2035	\$380,473
14	2035	2035-2036	2036	January 31, 2036	\$388,082
15	2036	2036-2037	2037	January 31, 2037	\$395,844

C. **First PILOT Payment.**

Notwithstanding the foregoing, and subject to the Company having obtained an Article 10 certificate from the New York State Board on Electric Generation Siting and the Environment relating to the Project Facility (which has not been heretofore obtained but which the Company is pursuing), in no event shall the first PILOT Payment be made by the Company later than January 31, 2023.

¹ The dates of the PILOT Payments set forth in the table above are based on an anticipated Completion Date occurring in November, 2021. Actual dates of PILOT Payments may change based on date of receipt of Certificate of Occupancy by Company or commencement of commercial operations at the Project Facility.

January 7, 2020

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Montgomery County Legislature
Attention: Chair
64 Broadway
Fonda, New York 12068-1500

Matthew L. Ossenfort
Montgomery County Executive
20 Park Street
P.O. Box 1500
Fonda, New York 12068

Peter Vroman, Supervisor
Town of Canajoharie
12 Mitchell Street
Canajoharie, New York 13317

Cheryl A. Reese, Supervisor
Town of Minden
Municipal Town Building
134 State Highway 80
Fort Plain, New York 13339

Dr. Nick Fitzgerald, Superintendent
Canajoharie Central School District
136 Scholastic Way
Canajoharie, New York 13317

Kathy Dougherty, Interim Superintendent
Fort Plain Central School District
25 High Street
Fort Plain, New York 13339

Mark Brody, Board President
Canajoharie Central School District
136 Scholastic Way
Canajoharie, New York 13317

Ronald Kardash, Board President
Fort Plain Central School District
25 High Street
Fort Plain, New York 13339

Charlene Ruszkowski, Assessor
Town of Canajoharie
12 Mitchell Street
Canajoharie, New York 13317

Donna Falconio, Assessor
Town of Minden
Municipal Town Building
134 State Highway 80
Fort Plain, New York 13339

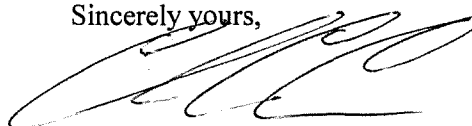
Re: Montgomery County Industrial Development Agency
Mohawk Solar LLC Project

Ladies/Gentlemen:

Enclosed herewith please find an executed copy of the Payment in Lieu of Tax Agreement by and between Montgomery County Industrial Development Agency and Mohawk Solar LLC, together with a real property tax exemption form regarding the above-captioned transaction.

Please contact me any questions or comments regarding the foregoing.

Sincerely yours,



Christopher C. Canada

7019 2290 0000 2891 8649

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Certified Mail Fee \$ 3.50	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ 2.80	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$ 2.50	
Total Postage and Fees \$ 8.80	
Sent To Montgomery County Legislature Street and Apt. No. 64 Broadway City, State, ZIP+4® Fonda, New York 12068-1500	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ 2.80	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$ 2.50	
Total Postage and Fees \$ 8.80	
Sent To Peter Vroman, Supervisor Street and Apt. No. 12 Mitchell Street City, State, ZIP+4® Canajoharie, New York 13317	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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<input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ 2.80	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$ 2.50	
Total Postage and Fees \$ 8.80	
Sent To Dr. Nick Fitzgerald, Superintendent Street and Apt. No. 136 Scholastic Way City, State, ZIP+4® Canajoharie, New York 13317	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7019 1640 0000 0558 0763

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<input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ 2.80	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$ 2.50	
Total Postage and Fees \$ 8.80	
Sent To Mark Brody, Board President Street and Apt. No. 136 Scholastic Way City, State, ZIP+4® Canajoharie, New York 13317	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7019 1640 0000 0558 0749

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Certified Mail Fee \$ 3.50	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ 2.80	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$ 2.50	
Total Postage and Fees \$ 8.80	
Sent To Charlene Ruszkowski, Assessor Street and Apt. No. 12 Mitchell Street City, State, ZIP+4® Canajoharie, New York 13317	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ 2.80	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$ 2.50	
Total Postage and Fees \$ 8.80	
Sent To Matthew L. Ossenfort Street and Apt. No. 20 Park Street City, State, ZIP+4® Canajoharie, New York 13317	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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☒ Return Receipt (hardcopy) \$ 2.80
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$ 2.50

Total Postage and Fees
\$ 8.80

Sent To Cheryl A. Reese, Supervisor

Town of Minden
Municipal Town Building

City, State, ZIP+4[®] 134 State Highway 80

Fort Plain, New York 13339

PS Form 3800, April 2015 PSN 7530-02-000-9047

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☒ Return Receipt (hardcopy) \$ 2.80
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$ 2.50

Total Postage and Fees
\$ 8.80

Sent To Kathy Dougherty, Interim Superintendent

Fort Plain Central School District
25 High Street

City, State, ZIP+4[®] Fort Plain, New York 13339

PS Form 3800, April 2015 PSN 7530-02-000-9047

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Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.80
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$ 2.50

Total Postage and Fees
\$ 8.80

Sent To Ronald Kardash, Board President

Fort Plain Central School District
25 High Street

City, State, ZIP+4[®] Fort Plain, New York 13339

PS Form 3800, April 2015 PSN 7530-02-000-9047

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Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.80
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$ 2.50

Total Postage and Fees
\$ 8.80

Sent To Donna Falconio, Assessor

Town of Minden
Municipal Town Building

City, State, ZIP+4[®] 134 State Highway 80

Fort Plain, New York 13339

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
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JAN 7 2020

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Montgomery County Legislature
Attention: Chair
64 Broadway
Fonda, New York 12068-1500



9590 9402 5436 9189 8930 56

2. Article Number (Transfer from service label)

7018 2790 0000 2891 864

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *M. Ma...*☐ Agent☐ Addressee

B. Received by (Printed Name)

Ma...

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Matthew L. Ossenfort
Montgomery County Executive
20 Park Street
P.O. Box 1500
Fonda, New York 12068



9590 9402 5436 9189 8930 87

2. Article Number (Transfer from service label)

7019 0700 0000 2138 3182

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *M. Ma...*☐ Agent☐ Addressee

B. Received by (Printed Name)

Ma...

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cheryl A. Reese, Supervisor
~~Town of Fonda~~
Municipal Town Building
134 State Highway 80
Fort Plain, New York 13339



9590 9402 5436 9189 8930 63

2. Article Number (Transfer from service label)

7019 1640 0000 0558 0794

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Cheryl A. Reese*☒ Agent☐ Addressee

B. Received by (Printed Name)

Cheryl A. Reese

C. Date of Delivery

*7/29/20*D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dr. Nick Fitzgerald, Superintendent
Canajoharie Central School District
136 Scholastic Way
Canajoharie, New York 13317



9590 9402 5436 9189 8931 17

2. Article Number (Transfer from service label)

7019 1640 0000 0558 0787

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Donna Holt ☒ Agent ☐ Addressee

B. Received by (Printed Name)

Donna Holt 1-4-20

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kathy Dougherty, Interim Superintendent
Fort Plain Central School District
25 High Street
Fort Plain, New York 13339



9590 9402 5436 9189 8931 24

2. Article Number (Transfer from service label)

7019 1640 0000 0558 0770

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X K Smith ☒ Agent ☐ Addressee

B. Received by (Printed Name)

K Smith

C. Date of Delivery

1/9/2020

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mark Brody, Board President
Canajoharie Central School District
136 Scholastic Way
Canajoharie, New York 13317



9590 9402 5436 9189 8931 55

2. Article Number (Transfer from service label)

7019 1640 0000 0558 0763

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Donna Holt ☒ Agent ☐ Addressee

B. Received by (Printed Name)

Donna Holt

C. Date of Delivery

1-4-20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

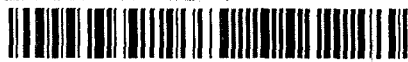
Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ronald Kardash, Board President
Fort Plain Central School District
25 High Street
Fort Plain, New York 13339



9590 9402 5436 9189 8931 48

2. Article Number (Transfer from service label)

7019 1640 0000 0558 0756

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *R. Smith*☒ Agent☐ Addressee

B. Received by (Printed Name)

R. Smith

C. Date of Delivery

1/9/2020

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Donna Falconio, Assessor
Town of Minden
Municipal Town Building
134 State Highway 80
Fort Plain, New York 13339



9590 9402 3971 8079 6348 27

2. Article Number (Transfer from service label)

7019 1640 0000 0558 0732

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Janet Teambull*☒ Agent☐ Addressee

B. Received by (Printed Name)

Janet Teambull

C. Date of Delivery

1/9/20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <u>C. Swell</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Peter Vroman, Supervisor Town of Canajoharie 12 Mitchell Street Canajoharie, New York 13317</p>		<p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p>	
<p>2. Article Number (Transfer from service label) <u>7019 1640 0000 0558 0800</u></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	
<p>Domestic Return Receipt</p>			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <u>C. Swell</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Charlene Ruszkowski, Assessor Town of Canajoharie 12 Mitchell Street Canajoharie, New York 13317</p>		<p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p>	
<p>2. Article Number (Transfer from service label) <u>7019 1640 0000 0558 0749</u></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	
<p>Domestic Return Receipt</p>			



**NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)**

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Montgomery County Indust Develop Agency
Street 9 Park Street, PO Box 1500
City Fonda, New York 12068
Telephone no. Day (518) 853-8834
Evening () _____
Contact Kenneth Rose
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Mohawk Solar LLC
Street 1125 NW Couch Street, Suite 700
City Portland, Oregon 97209
Telephone no. Day () 503-796-7000
Evening () _____
Contact Director, Non-Income Tax
Title _____

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year)
See attached schedule
- b. Street address See attached schedule
- c. City, Town or Village Canajoharie and Minden

- d. School District Fort Plain CSD
- e. County Montgomery
- f. Current assessment _____
- g. Deed to IDA (date recorded; liber and page)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Solar powered electric generating facility
- b. Type of construction New construction
- c. Square footage _____
- d. Total cost _____
- e. Date construction commenced _____
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
December 31, 2038

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Pursuant to the attached Payment in Lieu of Tax Agreement
- b. Projected expiration date of agreement December 31, 2038

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Montgomery</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Canajoharie/Minden</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District <u>Fort Plain</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Mohawk Solar LLC
 Title Director, Non-Income Tax
 Address 1125 NW Couch St., Ste 700
Portland, Oregon 97209

e. Is the IDA the owner of the property? ☐ Yes ☒ No (check one)

If "No" identify owner and explain IDA rights or interest in an attached statement.

Telephone 503-796-7000

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☐ Yes ☒ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on _____ (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Matthew Beck, Chairman of
 Name Title
Montgomery County Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

12/ 20 /2019
 Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____

2. Applicable taxable status date _____

3a. Agreement (or extract) date _____

3b. Projected exemption expiration (year) _____

4. Assessed valuation of parcel in first year of exemption \$ _____

5. Special assessments and special as valorem levies for which the parcel is liable:

 Date

 Assessor's signature

RP-412-a Attachment

5. e. The IDA has a leasehold interest in the property pursuant to a lease to agency dated as of March 1, 2019 (the "Lease to Agency") from the Company to the IDA.

Montgomery County Industrial Development Agency
Mohawk Solar Project
RP-412-a Real Property Tax Exemption Application

Attachment A

Summary:

Pursuant to an underlying lease agreement, dated as of December 1, 2019, between the Montgomery County Industrial Development Agency (the "Agency") and Mohawk Solar LLC (the "Company") with respect to the Company's solar-powered electric generating facility project (the "Project"), the Agency acquired a leasehold interest in the Company's interests in real property for the tax parcels listed below. It is anticipated that the Company's leasehold and easement interests in such parcels, and any solar-powered electric generating facility improvements and equipment located thereon, will be severed from the fee simple interests for assessment purposes and will prospectively be assigned separate tax parcel identification numbers (Company fee-owned parcels would retain their existing tax parcel identification numbers). Since that severance has not yet occurred and no solar-powered electric generating facility improvements and equipment have been constructed or located on those parcels, there are no tax parcel numbers or existing assessed values for the property interests acquired by the Agency.

List of Affected Tax Jurisdictions:

The "Affected Tax Jurisdictions" (as defined in the General Municipal Law) for the Project are:

Montgomery County
Town of Canajoharie
Town of Minden
Canajoharie Central School District
Fort Plain Central School District

List of Real Property Interests:

See attached Schedule 1.

COUNTY OF MONTGOMERY INDUSTRIAL DEVELOPMENT AGENCY - MOHAWK SOLAR PROJECT
 RP-412-A REAL PROPERTY TAX EXEMPTION APPLICATION
 SCHEDULE 1 TO ATTACHMENT A - LIST OF REAL PROPERTY INTERESTS

Tax Parcel I.D. Number	Town	County	Street	Underlying Property Owner	Company Real Property Interest
61.-2-24	Minden	Fort Plain CSD	144 Nestle Road	Heiser, Jason	Lease
61.-1-24.3	Minden	Fort Plain CSD	Nestle Road	Stoltzfus, Moses & Rachel	Lease
77.-2-1	Canajoharie	Fort Plain CSD	Nestle Road	Stoltzfus, Moses & Rachel	Lease
77.-2-15.2	Canajoharie	Canajoharie CSD	262 Marshville Road	Borchert, Timothy & Cynthia	Easement
77.-2-15.12	Canajoharie	Canajoharie CSD	282 Marshville Road	Borchert, Timothy	Lease
77.-2-13	Canajoharie	Canajoharie CSD	Clinton Road	Borchert, Timothy & Cynthia	Lease
77.-2-17.2	Canajoharie	Canajoharie CSD	270 Duncel	Borchert, Timothy & Cynthia	Setback and Easement
78.-1-23	Canajoharie	Canajoharie CSD	424 Fredericks Street	Chase, Leslie & Cynthia	Easement
77.-2-17.12	Canajoharie	Canajoharie CSD	266 Nestle Road	Dean, Michael & Suzanne	Setback and Easement
93.-1-12.1	Canajoharie	Canajoharie CSD	125 Dygert Road	Dennis, Malvin	Lease
78.-1-1.2	Canajoharie	Canajoharie CSD	560 Clinton Road	Heiser, Scott & Deborah Lee	Easement
77.-2-3.2	Canajoharie	Canajoharie CSD	Nestle Road	Heiser, Jason	Lease
77.-2-16.2	Canajoharie	Canajoharie CSD	Nestle Road	Heiser, Jason	Lease
77.-2-16.12	Canajoharie	Canajoharie CSD	Nestle Road	Heiser, Jason & Linda	Lease
78.-1-1.1	Canajoharie	Canajoharie CSD	Clinton Road	Heiser, Jason	Lease
78.-1-39	Canajoharie	Canajoharie CSD	616 Clinton Road	Heiser, Jason	Lease
78.-1-41	Canajoharie	Canajoharie CSD	Clinton Road	Heiser, Jason & Linda	Lease
93.-1-15.1	Canajoharie	Canajoharie CSD	492 Marshville Road	Fisher, Aaron & Miriam	Easement
93.-1-15.2	Canajoharie	Canajoharie CSD	Dygert Road	Fisher, Aaron & Miriam	Easement
78.-1-57	Canajoharie	Canajoharie CSD	Marshville Road	Fisher, Aaron & Miriam	Easement
93.-3-1	Canajoharie	Canajoharie CSD	122 Marshville Road	Izzo, Giovanni & Linda	Lease
78.-1-25	Canajoharie	Canajoharie CSD	775 Marshville Road	Mifsud, Louis & Jill	Lease
78.-1-25	Canajoharie	Canajoharie CSD	775 Marshville Road	Mifsud, Louis & Jill	Easement
78.-1-26.4	Canajoharie	Canajoharie CSD	665 Marshville Road	Moore, David & Julie	Easement
78.-1-30	Canajoharie	Canajoharie CSD	Clinton Road	Moyer, James	Setback and Easement
78.-1-29	Canajoharie	Canajoharie CSD	Fredericks Street	Moyer, James	Setback and Easement
77.-2-8	Canajoharie	Canajoharie CSD	786 Clinton Street	Sarullo, Joseph and Martha	Setback and Easement
78.-1-3.1	Canajoharie	Canajoharie CSD	487 Clinton Road	Shults, David & Lori Ann	Lease
78.-1-6.2	Canajoharie	Canajoharie CSD	Seebers Lane	Shults, David	Lease
78.-1-8	Canajoharie	Canajoharie CSD	Seebers Lane	Shults, David	Lease
78.-1-21	Canajoharie	Canajoharie CSD	389 Fredericks Street	Stone, Clifford & Joan	Lease
93.-3-3	Canajoharie	Canajoharie CSD	Marshville Road	Timerman, Mark	Lease
77.-2-6.1	Canajoharie	Canajoharie CSD	139 H. Jones Road	Wengerd, Ezra & Annie	Lease
77.-2-11.1	Canajoharie	Canajoharie CSD	280 Tanners Road	Zook, Levi	Lease
77.-2-11.2	Canajoharie	Canajoharie CSD	280 Tanners Road	Zook, Levi	Lease

Montgomery County Industrial Development Agency
Mohawk Solar Project
RP-412-a Real Property Tax Exemption Application

Attachment B

Copy of PILOT Agreement

CLOSING ITEM NO.: A-5

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

MOHAWK SOLAR LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF DECEMBER 1, 2019

RELATING TO THE PROJECT FACILITY LOCATED IN THE TOWN OF
MINDEN, MONTGOMERY COUNTY, NEW YORK AND THE TOWN
OF CANAJOHARIE, MONTGOMERY COUNTY, NEW YORK.

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PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of December 1, 2019 (the "Payment in Lieu of Tax Agreement") by and between MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 9 Park Street, Fonda, New York (the "Agency"), and MOHAWK SOLAR LLC, limited liability company organized and existing under the laws of the State of New York having an office for the transaction of business located at 1125 NW Couch Street, Portland, Oregon (the "Company");

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of 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 purposes, in order to advance the job opportunities, health, general prosperity and 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, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 666 of the Laws of 1970 of the State, as amended, constituting Section 895-d of said General Municipal Law (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in May, 2018, the Company presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the

lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on May 17, 2018 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notices of public hearings of the Agency (collectively, the "Public Hearings") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 10, 2018 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notices of the Public Hearings to be posted on (i) October 10, 2018 on a bulletin board located at 12 Mitchell Street in the Town of Canajoharie, Montgomery County, New York and (ii) October 11, 2018 on a bulletin board located at the Town Clerk's Office in the Town of Minden, Montgomery County, New York, (C) caused notices of the Public Hearings to be posted on October 10, 2018 on the Agency's website; (D) caused notices of the Public Hearings to be published on October 12, 2018 in (i) the Courier Standard Enterprise, a newspaper of general circulation available to the residents of the Town of Canajoharie, Montgomery County, New York and (ii) The Recorder, a newspaper of general circulation available to the residents of the Town of Minden, Montgomery County, New York, (D) conducted the Public Hearings on October 24, 2018 at 6:00 p.m., local time, at the Municipal Town Building, 134 Highway 80, Fort Plain, New York and at 7:30 p.m., local time, at 12 Mitchell Street, Canajoharie, New York, respectively, and (E) prepared reports of the Public Hearings (collectively, the "Hearing Reports") fairly summarizing the views presented at such Public Hearings and caused copies of said Hearing Reports to be made available to the members of the Agency; and

WHEREAS, the Agency's Uniform Tax Exemption Policy (the "Policy") provides a standardized method for the determination of payments in lieu of taxes for a facility similar to the Project Facility. In connection with the Application, the Company made a request to the Agency that the Agency deviate from the Policy with respect to Project Facility. The Chief Executive Officer of the Agency caused a letter dated November 20, 2018 (the "PILOT Deviation Notice Letter") to be mailed to the chief executive officers of the Town of Minden, New York (the "Town of Minden"), the Town of Canajoharie, New York (the "Town of Canajoharie" and together with the Town of Minden, the "Towns"), the Fort Plain Central School District (the "Fort Plain School District"), the Canajoharie Central School District (the "Canajoharie Central School District" and together with the Fort Plain School District, the "School Districts") and Montgomery County, through its elected County Legislature (the "County," and together with the Towns and the School Districts, being collectively referred to as the "Affected Tax Jurisdictions"); and

WHEREAS, the proposed deviation from the Policy is outlined in resolutions (the "Deviation Approval Resolutions") that were provided to the Affected Tax Jurisdictions, which Deviation Approval Resolutions were subsequently adopted by the Affected Tax Jurisdictions; and

WHEREAS, by resolution adopted by the members of the Agency on December 20, 2018 (the "PILOT Deviation Approval Resolution"), the members of the Agency determined to deviate from the Policy with respect to the Project; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on December 20, 2018 (the "SEQRA Resolution"), the Agency determined that as a result of the Company

having submitted a preliminary scoping statement, among other materials, documents, status reports, and filing letters, to the New York State Board on Electric Generation Siting and the Environment with respect to the Project pursuant to Article 10 of the Public Service Law of the State of New York, as amended ("Article 10"), the Project is exempt from review under SEQRA pursuant to the provisions of Article 10 and therefore no SEQRA review is required; and

WHEREAS, by further resolution adopted by the members of the Agency on December 20, 2018 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of December 1, 2019 (the "Lease Agreement") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"); and

WHEREAS, pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency (1) an underlying lease dated as of December 1, 2019 (the "Underlying Lease"), pursuant to which the Company will lease to the Agency its leasehold interest in the Leased Property (as defined therein), (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of December 1, 2019 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility and (2) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company will execute and deliver the uniform agency project agreement dated as of December 1, 2019 (the "Uniform Agency Project Agreement") by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement, (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "Real Property Tax Law"), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as PILOT

Payments (as defined herein) with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

(D) Consent by Affected Tax Jurisdictions. The Deviation Approval Resolutions adopted by the Affected Tax Jurisdictions approving the terms of this Payment in Lieu of Tax Agreement are attached hereto as Exhibit B.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization and its operating agreement to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization or its operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) 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 of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement, *provided, however*, that the Project Facility may not be constructed without an Article 10 certificate from the New York State Board on Electric Generation Siting and the Environment (which has not been heretofore obtained but which the Company is pursuing).

ARTICLE II
COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE PROJECT FACILITY. (A) Assessment of the Project Facility. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a "Real Property Tax Exemption Form") with respect to the Project Facility, and for so long thereafter as the Agency shall have a leasehold interest in the Project Facility, the Project Facility shall be assessed by the Affected Tax Jurisdictions as exempt upon the assessment rolls of the respective Affected Tax Jurisdictions prepared subsequent to the acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease and the filing of the Real Property Tax Exemption Forms. The Agency shall provide a copy of this Payment in Lieu of Tax Agreement together with the filed Real Property Tax Exemption Form to the assessors for the Towns (the "Assessors"). The Company shall, promptly following acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease, take such action as may be necessary to ensure that the Project Facility shall be assessed as exempt upon the assessment rolls of the respective Affected Tax Jurisdictions prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form and a copy of this Payment in Lieu of Tax Agreement shall be filed with the appropriate officer or officers of each respective Affected Tax Jurisdiction responsible for assessing properties on behalf of each such Affected Tax Jurisdiction (each such officer being hereinafter referred to as an "Assessor"). For so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Affected Tax Jurisdiction. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Affected Tax Jurisdiction until the first tax year of such Affected Tax Jurisdiction following the tax status date of such Affected Tax Jurisdiction occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the respective Affected Tax Jurisdictions. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project Facility.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES. (A) Agreement to Make Payments. The Company agrees during the term of this Payment in Lieu of Tax Agreement to make PILOT Payments (as defined herein) to the Agency as set forth on Schedule A attached hereto. The PILOT Payments shall be paid by the Agency to the Affected Tax Jurisdictions pursuant to the provisions hereof.

(B) Valuation of the Project Facility. (1) The value of the Project Facility (hereinafter referred to as the "Assessed Value") shall be determined by the appropriate Assessors. The parties hereto agree that the Assessors shall (a) appraise the Project Facility in the same manner as other similar properties in the general area of the Project Facility and (b) place an Assessed Value upon the Project Facility, equalized if

necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes, for the purpose of levying special assessments and special ad valorem taxes on the Project Facility. The Company shall be entitled to written notice of the initial determination of the Assessed Value of the Project Facility and of any change in the Assessed Value of the Project Facility.

(2) The parties hereto agree and recognize that the Assessed Value determined pursuant to this Section 2.02(B) is not required to calculate the payments in lieu of taxes due under Section 2.02(C) hereof.

(C) Amount of PILOT Payments. (1) Annual PILOT Payment Amounts. The payments in lieu of taxes to be paid by the Company annually to the Agency on behalf of each Affected Tax Jurisdiction pursuant to the terms of this Payment in Lieu of Tax Agreement shall be as set forth in Schedule A attached hereto (each a “PILOT Payment” and together “PILOT Payments”).

(2) Certification of Installed Capacity. No less than forty-five (45) days prior to the initial PILOT Payment due pursuant to the provisions of this Payment in Lieu of Tax Agreement, the Company shall certify to the Agency the nameplate generating capacity of the Project Facility, measured in megawatts of alternating current (“MW”), installed within each Affected Tax Jurisdiction group described in the table below (“Installed Capacity” and “Installed Capacity Certification,” respectively). A form of such Installed Capacity Certification is attached hereto as Exhibit C. The Project Facility is anticipated to have an Installed Capacity in each Affected Tax Jurisdiction group as of the Completion Date (as defined in the Lease Agreement) as follows:

<u>Affected Tax Jurisdiction Group</u>	<u>Installed Capacity (MW)</u>
Town of Minden / Fort Plain Central School District / Montgomery County	23.36
Town of Canajoharie / Fort Plain Central School District / Montgomery County	4.45
Town of Canajoharie / Canajoharie Central School District / Montgomery County	62.69
Total:	90.50

(3) PILOT Payment Allocation. Each PILOT Payment shall first be allocated by the Agency in proportion to the Installed Capacity in the groupings of the Affected Tax Jurisdiction set forth in the table above and in the relevant Installed Capacity Certification provided by the Company relative to the total Installed Capacity of the Project Facility as a whole set forth in Exhibit C hereto. PILOT Payments will then be allocated by the Agency within such groupings of the Affected Tax Jurisdictions in accordance with the percentages established by their respective tax rates as a percentage of the combined tax rate of each Affected Tax Jurisdiction group for the assessment roll year corresponding to that payment year.

(D) Additional Payments in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land, other than any structural addition, additional building or structure contemplated in the Application (such structural additions and additional buildings and other structures being hereinafter referred to as “Additional Facilities”) the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as “Additional Payments”) to the Agency with respect to such Additional Facilities, such Additional Payments to be computed separately for each Affected Tax Jurisdiction as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Additional Normal Tax") which would be payable to each Affected Tax Jurisdiction with respect to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to Section 2.02(E) of this Payment in Lieu of Tax Agreement by (b) the tax rate or rates of such Affected Tax Jurisdiction that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Affected Tax Jurisdiction if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the term of this Payment in Lieu of Tax Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Affected Tax Jurisdiction) if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Agency on behalf of each Affected Tax Jurisdiction as a PILOT Payment with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Additional Normal Tax due each Affected Tax Jurisdiction with respect to such Additional Facilities for such fiscal tax year (unless the Agency and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(E) Valuation of Additional Facilities for Determining Additional Payments in Lieu of Taxes.

(1) The value of any Additional Facilities for purposes of determining Additional Payments due pursuant to Section 2.02(D) of this Payment in Lieu of Tax Agreement shall be determined by the Assessors of each respective Affected Tax Jurisdiction. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, and if the Company shall have given written notice of such dissatisfaction to the appropriate Assessor and the Agency within thirty (30) days of receipt by the Company of written notice of the initial establishment of such Additional Assessed Value, or of a change in such Additional Assessed Value, then the Company shall be entitled to protest before, and to be heard by, the appropriate Assessor and the Agency. If the Agency, the Company and any Assessor shall fail to reach agreement as to the proper Additional Assessed Value of the Additional Facilities for purposes of determining payments in lieu of taxes due under this Payment in Lieu of Tax Agreement, then such Assessor, the Company and the Agency shall each select one arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall be a qualified real estate appraiser, experienced in valuation for the purposes of tax assessment in the general area of the Project Facility, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Additional Assessed Value of the Additional Facilities has been properly established by the Assessor. It is understood that the arbitrators are empowered to confirm the Additional Assessed Value or to determine a lower Additional Assessed Value. Any payments in lieu of taxes due upon such Additional Facilities pursuant to Section 2.02(D) hereof may not be withheld by the Company pending determination of the Additional Assessed Value by the arbitrators.

(F) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Affected Tax Jurisdiction a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof. The Agency shall submit to the Company periodic statements specifying the amount and due date of the payments due hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are billed by the Towns and the County.

(G) Due Date of PILOT Payments. The Company agrees to pay PILOT Payments to the Agency for the benefit of the Affected Tax Jurisdictions on or before January 31st of each year in accordance with Schedule A hereto.

(H) Method of Payment. All payments by the Company hereunder shall be paid to the Agency in lawful money of the United States of America. The Agency shall in turn distribute the amounts so paid to the various Affected Tax Jurisdictions entitled to same.

SECTION 2.03. CREDIT FOR TAXES PAID. (A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Affected Tax Jurisdiction any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make PILOT Payments attributed to such fiscal tax year to such Affected Tax Jurisdiction hereunder shall be reduced by the amounts which the Company shall have so paid to such Affected Tax Jurisdiction in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any PILOT Payment due to the Agency for the benefit of any other Affected Tax Jurisdiction. To the extent the amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature paid by the Company are greater than the allocated share(s) of the next annual PILOT Payments under this Payment in Lieu of Tax Agreement, the amount of the credit insufficiency shall be carried forward and applied to the allocated share(s) of the next annual and future PILOT Payments.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular PILOT Payment due hereunder, the Company shall give the governing body of the involved Affected Tax Jurisdiction and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least fifteen (15) days prior to the date on which such PILOT Payment is due pursuant to the provisions of Section 2.02(E) hereof. In the event that the governing body of the appropriate Affected Tax Jurisdiction desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(B) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any PILOT Payment due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said PILOT Payment pursuant to the provisions of this Section 2.03) until the decision of

the arbitrators is rendered. After the decision of the arbitrators is rendered, the PILOT Payment with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS. (A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency for the benefit of the Affected Tax Jurisdictions until such payment in default shall have been made in full, and the Company shall pay the same to the Agency for the benefit of the Affected Tax Jurisdictions together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

ARTICLE III
LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Montgomery County, New York, and neither the State of New York nor Montgomery County, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

(D) The obligations and agreements of the Company contained herein and in the other Basic Documents and any other instrument or document executed in connection herewith or therewith, 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, officer, agent, servant or employee of the Company in his individual capacity, and the members, officers, agents, servants and employees 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.

ARTICLE IV

EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of thirty (30) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of sixty (60) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such sixty (60) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said sixty (60) day period and thereafter diligently and expeditiously proceeds to cure the same, such sixty (60) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty (30) day period and the Company shall have commenced action to cure the incorrectness within said thirty (30) day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Affected Tax Jurisdiction, then with respect to such Event of Default such Affected Tax Jurisdiction) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

(D) No Acceleration. Upon the occurrence and during the continuation of an Event of Default hereunder, the Agency shall not have the right to accelerate future PILOT Payments under this Payment in Lieu of Tax Agreement not yet due and payable as of the date of such exercise of remedies.

SECTION 4.03. PAYMENT OF ATTORNEYS' FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable and documented fees and disbursements of such attorneys and all other reasonable and documented expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Affected Tax Jurisdiction is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. (A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) December 31st of the calendar year in which the last PILOT Payment pursuant to this Payment in Lieu of Tax Agreement is due or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Article X or Article XI of the Lease Agreement.

(B) Extended Term. In the event that (1) the Agency's interest in the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Affected Tax Jurisdictions, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Agency in amounts equal to those amounts which would be due from the Company to the respective Affected Tax Jurisdictions if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Affected Tax Jurisdictions having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Affected Tax Jurisdiction. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Affected Tax Jurisdiction under Article II hereof shall be sufficiently given and shall be deemed given when given by the Affected

Tax Jurisdiction in the same manner in which similar notices are given to owners of taxable properties by such Affected Tax Jurisdiction.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Mohawk Solar LLC
1125 NW Couch Street
Portland, Oregon 97209
Attention: Director, Non-Income Tax

WITH A COPY TO:

Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Matthew S. Moses, Esq.

IF TO THE AGENCY:

Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: A. Joseph Scott, III, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Affected Tax Jurisdiction shall also be given to the chief executive officer of such Affected Tax Jurisdiction.

(E) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Affected Tax Jurisdictions.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in Lieu

of Tax Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.


SECTION 5.08. COUNTERPARTS. This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5.10. ASSIGNMENT. This Payment in Lieu of Tax Agreement shall be assigned by the Company in connection with any assignment permitted under the Lease Agreement.

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

BY: _____
Authorized Representative

BY: _____
Authorized Representative

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Authorized Officer

MOHAWK SOLAR LLC

By: Avangrid Renewables, LLC,
an Oregon limited liability company,
its Manager and Sole Member

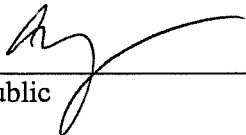
LEGAL
12

BY: _____
Authorized Representative

BY: _____
Authorized Representative

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

On the 12th day of December, in the year 2019, before me, the undersigned, personally appeared MATTHEW BECK, 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.

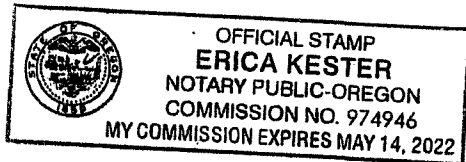


Notary Public

A. Joseph Scott, III
Notary Public, State of New York
Qualified in Albany County
No. 02SC4811591
Commission Expires December 31, 2022

STATE OF OREGON

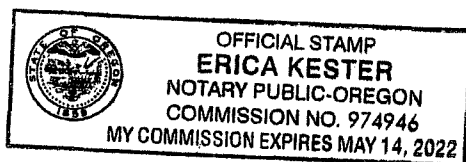
On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared STEVE KRUMP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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.



Guia Laska
Notary Public

STATE OF OREGON

On the 18th day of December, in the year 2019, before me, the undersigned, personally appeared JESSE GRONNER, 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.



Guica Kesar
Notary Public

EXHIBIT A

DESCRIPTION OF THE LAND

(Borchert). Easement Agreement between Timothy Borchert and Cynthia Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.2, dated June 8, 2018 and recorded in the Montgomery County Clerk's Office on August 29, 2018 as Instrument No. 2018-79694.

(Borchert). Lease Agreement between Tim Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-15.12 and 77.-2-13, recorded on March 22, 2018 as Instrument No. 2018-77211, as amended by that Confirmation, Amendment, Affirmation, Adoption, Ratification and Continuation of Solar Energy Lease Agreement dated July 9, 2019 and recorded in the Montgomery County Clerk's Office on September 3, 2019 as Instrument No. 2019-84849.

(Borchert). Setback and Easement Agreement between Timothy A. Borchert and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.2, dated August 6, 2019 and recorded in the Montgomery County Clerk's Office on September 3, 2019 as Instrument No. 2019-84850.

(Chase). Easement Agreement between Leslie R. Chase, Jr. and Cynthia A. Chase and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-23, dated June 12, 2018 and recorded in the Montgomery County Clerk's Office on August 29, 2018 as Instrument No. 2018-79693.

(Dean). Setback and Easement Agreement between Michael T. Dean and Suzanne M. Dean and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-17.12, dated November 15, 2019 and recorded in the Montgomery County Clerk's Office on November 22, 2019 as Instrument No. 2019-85893.

(Dennis). Lease Agreement between Malvin K. Dennis and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-12.1, dated August 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77213.

(Heiser). Easement Agreement between Scott Ralph Heiser and Deborah Lee Heiser and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-1.2, dated May 24, 2019 and recorded in the Montgomery County Clerk's Office on August 5, 2019 as Instrument No. 2019-84470.

(Heiser). Lease Agreement between Jason Heiser and Linda C. Heiser and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 61.-2-24, 77.-2-3.2, 77.-2-16.2, 77.-2-16.12, 78.-1-1.1, 78.-1-39, and 78.-1-41 dated June 15, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77212.

(Fisher). Easement Agreement between Aaron K. Fisher and Miriam E. Fisher and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-1-15.1, 93.-1-15.2, and 78.-1-57, dated September 13, 2017 and recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018- 78482, as amended by a First Amendment dated

June 4, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument Number 2019-83686.

(Izzo). Lease Agreement between Giovanni L. Izzo and Linda M. Izzo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-1, dated November 21, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77209.

(Mifsud). Lease Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78484.

(Mifsud). Easement Agreement between Louis Mifsud and Jill Mifsud and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-25, dated September 28, 2019 and recorded in the Montgomery County Clerk's Office on October 18, 2019 as Instrument Number 2019-85452.

(Moore). Easement Agreement between David V. Moore and Julie A. Moore and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-26.4, dated May 24, 2019 and recorded in the Montgomery County Clerk's Office on June 13, 2019 as Instrument No. 2019-83687.

(Moyer). Setback and Easement Agreement between James R. Moyer and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-30 and 78.-1-29, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82893.

(Sarullo). Setback and Easement Agreement between Joseph W. Sarullo and Martha M. Sarullo and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-8, dated March 27, 2019 and recorded in the Montgomery County Clerk's Office on April 23, 2019 as Instrument No. 2019-82894.

(Stoltzfus). Lease Agreement between Moses B. Stoltzfus and Rachel S. Stoltzfus and the Company with respect to land located in the Town of Canajoharie and in the Town of Minden and identified by tax parcel identification number(s) 77.-2-1 and 61.-1-24.3, dated August 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77210.

(Shults). Lease Agreement between David Shults and Lori Ann Shults and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-3.1, 78.-1-6.2, and 78.-1-8, dated July 14, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on March 22, 2018 as Instrument No. 2018-77214.

(Stone). Lease Agreement between Clifford J. Stone and Joan E. Stone and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 78.-1-21 dated May 1, 2018, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78483.

(Timerman). Lease Agreement between Mark Timerman and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 93.-3-3, dated January 18,

2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on July 19, 2018 as Instrument No. 2018-78983.

(Wengerd). Lease Agreement between Ezra S. Wengerd and Annie F. Wengerd and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-6.1, dated June 22, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on June 14, 2018 as Instrument No. 2018-78481.

(Zook). Lease Agreement between Levi Zook and the Company with respect to land located in the Town of Canajoharie and identified by tax parcel identification number(s) 77.-2-11.1 and 77.-2-11.2, dated January 3, 2017, a memorandum of which was recorded in the Montgomery County Clerk's Office on February 5, 2019 as Instrument No. 2019-81980.

EXHIBIT B

**RESOLUTIONS OF AFFECTED TAX JURISDICTIONS
APPROVING THE PAYMENT IN LIEU OF TAX AGREEMENT**

See attached.

**RESOLUTION NO. 247 of 2018****DATED: November 27, 2018**

RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND MOHAWK SOLAR LLC IN CONNECTION WITH THE MOHAWK SOLAR LLC PROJECT (ECONOMIC DEVELOPMENT AND PLANNING)

Resolution by Legislator: Kelly**Seconded by: Sweet**

WHEREAS, in May, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Montgomery County Industrial Development Agency (the "Agency"), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that Montgomery County, New York (the "County"), as an affected tax jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Legislature of Montgomery County, New York as follows:

Section 1. For the purpose of satisfying the requirements contained in Section 858(15) of the GML, the Legislature of the County (the "Legislature") hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The Chairman of the Legislature (the "Chairman") is hereby authorized, on behalf of the County, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the Chairman shall approve, the execution thereof by the Chairman to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the County are hereby authorized and directed for and in the name and on behalf of the County to do all acts and things required or provided for by the applicable provisions of the GML in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

RESOLUTION VOTE, passed with Aye(8). Legislator Duchessi was absent. (11/27/2018)

Schedule A

Statement of Legislative and Financial Impact:

I. Nature of Request:

Resolution requests approval for a PILOT Agreement for the Mohawk Solar LLC. Project in the Town's of Canajoharie and Minden.

II. Justification:

The County Industrial Development Agency is requesting approval resolutions from all five affected taxing jurisdictions (Town's of Canajoharie and Canajoharie, Montgomery County, Canajoharie and Fort Plain Central School Districs) before proceeding with action on the PILOT Agreement.

III. Legislative Impact:

Authorized pursuant to Article 2 of the Montgomery County Charter.

IV. Financial Impact:

Montgomery County would receive new tax revenues in the form of PILOT payments from approval of the project by the County Industrial Development Agency.

cc: County Clerk
County Treasurer

STATE OF NEW YORK County of Montgomery ss.:

Voting Record

Kelly	(R) Yes
Sweet	(R) Yes
Dimond	(D) Yes
Headwell, Jr.	(R) Yes
Wilson	(R) Yes
Duchessi	(D) Absent
Pepe	(R) Yes

This is to certify that I, the Undersigned, Clerk Of The Montgomery County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in the office, and which was passed by the Montgomery County Legislature on the 27th day of November, 2018, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have set my hand and the official seal of the Montgomery County Legislature this 11th day of December, 2018

Totals: Aye: 8

Isabel	(D) Yes	Nay:	0
Purtell	(D) Yes	Abstained:	0
		Absent:	1

County Executive took no action on this resolution.
This resolution was enacted on 12/9/2018

11/15/2018

**APPROVING RESOLUTION #14 of 2018
PILOT AGREEMENT – MOHAWK SOLAR LLC PROJECT**

A regular meeting of the Town Board (the "Town Board") of the Town of Canajoharie, Montgomery County, New York (the "Town") was duly convened at 7:30 p.m., local time, at 12 Mitchell Street, Canajoharie, Montgomery County, New York on November 8, 2018.

The meeting was called to order by Town Supervisor Peter Vroman, and upon roll being called, the following members of the Board were:

PRESENT:

Peter Vroman	Supervisor
John Peruzzi	Councilperson
John Toomey, Jr.	Councilperson
William Armitstead	Councilperson
Rodney Young	Councilperson

ABSENT:

The following persons were ALSO PRESENT:

[] Joe Green

The following resolution was offered by Councilman William Armitstead and seconded by Councilman John Toomey, Jr.

**RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.**

WHEREAS, in May, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Montgomery County Industrial Development Agency (the "Agency"), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of

certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that the Town, as an affected taxing jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Town Board as follows:

Section 1. The Town Board hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The Supervisor of the Town (the "Town Supervisor") is hereby authorized, on behalf of the Town, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the Town Supervisor shall approve, the execution thereof by the Town Supervisor to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the Town are hereby authorized and directed for and in the name and on behalf of the Town to do all acts and things required or provided for by the applicable provisions of the Act in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Peter Vroman	VOTING	Abstain
John Peruzzi	VOTING	Aye
John Toomey, Jr.	VOTING	Aye
William Armistead	VOTING	Aye
Rodney Young	VOTING	Aye

The resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Town of Canajoharie, Montgomery County, New York (the "Town") and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board of the Town (the "Town Board") and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Town Board held on the 8th day of November, 2018 and entitled:

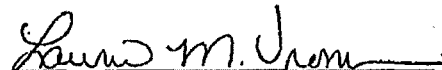
RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Town. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of the members of the Town Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 8th day of November, 2018.

(SEAL)



Laurie M. Vroman
Canajoharie Town Clerk

SCHEDULE A

PILOT AGREEMENT TERMS

- Fifteen (15) year term
- Annual PILOT payment of \$300,000 plus 2% escalator each year
- Annual PILOT payment divided pro rata among tax jurisdictions



Town of Minden

Municipal Building 134 State Highway 80, Fort Plain, NY 13339

Cheryl A. Reese
Supervisor
518-993-3966

Janet Trumbull
Town Clerk
518-993-3443

RESOLUTION 60 OF 2018
DATED: NOVEMBER 15, 2018
MINDEN, NEW YORK

RESOLUTION BY: S. Joan Eckler

SECOND BY: Karolann Grimm

RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND MOHAWK SOLAR LLC IN CONNECTION WITH THE MOHAWK SOLAR LLC PROJECT

WHEREAS, in May, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Montgomery County Industrial Development Agency (the "Agency"), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

Robert Harris
Sole Assessor
518-993-4844

Joseph J. Hanifin
Hwy. Superintendent
518-993-3351

Barry A. Vickers
Code Enforcement & Zoning Officer
518-993-3443

Town Court
518-993-3616

WHEREAS, the Agency desires that the Town, as an affected tax jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Town Board as follows:

Section 1. The Town Board hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The Supervisor of the Town (the "Town Supervisor") is hereby authorized, on behalf of the Town, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the Town Supervisor shall approve, the execution thereof by the Town Supervisor to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the Town are hereby authorized and directed for and in the name and on behalf of the Town to do all acts and things required or provided for by the applicable provisions of the Act in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

Vote on resolution:

Supervisor	Cheryl A. Reese	Aye
Council member	S. Joan Eckler	Aye
Council member	Karolann Grimm	Aye
Council member	Stephen Heiser	Aye
Council member	Thomas Yager	Aye


SUPERVISOR


TOWN CLERK

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Town of Minden, Montgomery County, New York (the "Town") and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board of the Town (the "Town Board") and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Town Board held on the 15th day of November, 2018 and entitled:

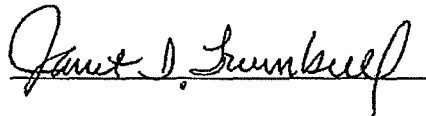
RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
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AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Town. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of the members of the Town Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 15th day of November, 2018.

(SEAL)



Town of Minden Town Clerk

SCHEDULE A

PILOT AGREEMENT TERMS

- Fifteen (15) year term
- Annual PILOT payment of \$300,000 plus 2% escalator each year
- Annual PILOT payment divided pro rata among tax jurisdictions

**APPROVING RESOLUTION
PILOT AGREEMENT – MOHAWK SOLAR LLC PROJECT**

A regular meeting of the Board of Education (the “Board of Education”) of the Canajoharie Central School District, Montgomery County, New York (the “School District”) was duly convened at 7:00 p.m., local time, at Room 113 at Canajoharie High School, 136 Scholastic Way, Canajoharie, Montgomery County, New York on November 8, 2018.

The meeting was called to order by President, Mark Brody, and upon roll being called, the following members of the Board were:

PRESENT:

Mr. Mark Brody	President
Mr. Scott Ferguson	Vice-President
Ms. Cheryl Vroman	Member
Mr. Christopher Fatta	Member
Mrs. Jennifer Field	Member

The following resolution was offered by Mr. Ferguson and seconded by Ms. Vroman.

**RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.**

WHEREAS, in May, 2018, Mohawk Solar LLC (the “Company”) submitted an application (the “Application”) to the Montgomery County Industrial Development Agency (the “Agency”), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the “Land”), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the “PILOT Agreement”) by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that the School District, as an affected tax jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education as follows:

Section 1. The Board of Education hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The President of the Board of Education is hereby authorized, on behalf of the School District, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the President of the Board of Education shall approve, the execution thereof by the President of the Board of Education to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the School District are hereby authorized and directed for and in the name and on behalf of the School District to do all acts and things required or provided for by the applicable provisions of the Act in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Mark Brody	VOTING	YES
Scott Ferguson	VOTING	YES
Cheryl Vroman	VOTING	YES
Christopher Fatta	VOTING	YES
Jennifer Field	VOTING	YES

The resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Canajoharie Central School District, Montgomery County, New York (hereinafter called the "School District") and the custodian of the records of the School District, including the minutes of the proceedings of the Board of Education of the School District (the "Board of Education") and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Board of Education held on the 8th day of November, 2018 and entitled:

RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the School District. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of trustees of the Board of Education was present throughout said meeting, and a legally sufficient number of trustees voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the School District and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 8th day of November, 2018.

(SEAL)




School District Clerk

SCHEDULE A

PILOT AGREEMENT TERMS

- Fifteen (15) year term
- Annual PILOT payment of \$300,000 plus 2% escalator each year
- Annual PILOT payment divided pro rata among tax jurisdictions

10/19/2018

**APPROVING RESOLUTION
PILOT AGREEMENT – MOHAWK SOLAR LLC PROJECT**

A regular meeting of the Board of Education (the "Board of Education") of the Fort Plain Central School District, Montgomery County, New York (the "School District") was duly convened at 7:00 p.m., local time, at 25 High Street in Fort Plain, Montgomery County, New York on November 14, 2018.

The meeting was called to order by President Ronald Kardash, and upon roll being called, the following members of the Board were:

PRESENT:

Ronald Kardash	President
Jeffrey Jones	First Vice President
Joseph Bartholomew	Second Vice President
Mary Beth Hudyncia	Member
Todd McFee	Member
Kimberly Keane	Member

ABSENT: David Przestrzelski Member

The following persons were ALSO PRESENT:

Dr. David Ziskin, Superintendent; Dr. Deborah Larrabee, Jr. Sr. High School Principal; Mrs. Lauren Crisman, Elementary Principal; Mrs. Katrina Canallatos, Director of Special Education; Mrs. Rebecca J. Smith, Secretary to the Superintendent/District Clerk; Jessica Sanders, Director of Human Resources; and Mrs. Philene Hudson, Director of Finance.

The following resolution was offered by Joseph Bartholomew and seconded by Todd McFee.

**RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.**

WHEREAS, in May, 2018, Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Montgomery County Industrial Development Agency (the "Agency"), a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar generating facility, including, but not limited to, PV modules, metal racks and steel earth screw foundations and electric equipment with related concrete foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar powered electricity generation facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes,

and mortgage recording taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that the School District, as an affected tax jurisdiction under the PILOT Agreement, formally approve the terms of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education as follows:

Section 1. The Board of Education hereby approves the terms and conditions of the PILOT Agreement, including but not limited to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. The President of the Board of Education is hereby authorized, on behalf of the School District, to execute and deliver the PILOT Agreement (or any consent thereto), said PILOT Agreement to contain the payment terms substantially in the form thereof presented at this meeting with such changes, variations, omissions and insertions as the President of the Board of Education shall approve, the execution thereof by the President of the Board of Education to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the School District are hereby authorized and directed for and in the name and on behalf of the School District to do all acts and things required or provided for by the applicable provisions of the Act in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Ronald Kardash	VOTING	YES
Jeffrey Jones	VOTING	YES
Joseph Bartholomew	VOTING	YES
Mary Beth Hudyncia	VOTING	YES
Todd McFee	VOTING	YES
Kimberly Keane	VOTING	YES
David Przestrzelski	VOTING	ABSENT

The resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Fort Plain Central School District, Montgomery County, New York (hereinafter called the "School District") and the custodian of the records of the School District, including the minutes of the proceedings of the Board of Education of the School District (the "Board of Education") and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Board of Education held on the 14th day of November, 2018 and entitled:

RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A
CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MOHAWK SOLAR LLC IN CONNECTION WITH THE
MOHAWK SOLAR LLC PROJECT.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the School District. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of trustees of the Board of Education was present throughout said meeting, and a legally sufficient number of trustees voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the School District and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 15th day of November, 2018.

(SEAL)


School District Clerk

SCHEDULE A

PILOT AGREEMENT TERMS

- Fifteen (15) year term
- Annual PILOT payment of \$300,000 plus 2% escalator each year
- Annual PILOT payment divided pro rata among tax jurisdictions

EXHIBIT C

FORM OF INSTALLED CAPACITY CERTIFICATION

[Date]

Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068
Attention: Chairman

Re: Mohawk Solar Project Installed Capacity Certification.

Mohawk Solar LLC hereby certifies that as of the above date the Mohawk Solar solar-powered electric generating facility (the "Project Facility") has an installed nameplate electric generating capacity ("Installed Capacity"), measured in megawatts of alternating current ("MW"), within each involved Affected Tax Jurisdiction group as follows:

Affected Tax Jurisdiction Group	Installed Capacity (MW)
Town of Minden / Fort Plain Central School District / Montgomery County	
Town of Canajoharie / Fort Plain Central School District / Montgomery County	
Town of Canajoharie / Canajoharie Central School District / Montgomery County	

MOHAWK SOLAR LLC

By: _____
Name:
Title:

SCHEDULE A

PILOT PAYMENTS SCHEDULE

A. Prior to completion of the Project. Beginning on the effective date of this PILOT Agreement and ending on the calendar year during which the earlier of the following occurs: (a) receipt by the Company of the Certificate of Occupancy (as defined in the Lease Agreement) or (b) the commencement of commercial operations at the Project Facility, the amount of PILOT Payments payable by the Company pursuant to this PILOT Agreement shall be calculated annually by the Town Assessor for each Affected Tax Jurisdiction as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Normal Tax") which would be payable to each Affected Tax Jurisdiction if the Land was owned by the Company and not the Agency by multiplying (a) the assessed value of the Land determined pursuant to Subsection (A)(2) of this Schedule A, by (b) the tax rate or rates of such Affected Tax Jurisdiction that would be applicable to the Land if the Land was owned by the Company and not the Agency.

(2) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Land shall be assessed as exempt on the assessment roll of any Affected Tax Jurisdiction, the amount payable by the Company to the Agency on behalf of each Affected Tax Jurisdiction as a payment in lieu of property tax pursuant to this PILOT Agreement with respect to the Land shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Affected Tax Jurisdiction with respect to the Land for such tax year.

B. After the completion of the Project.

In the first calendar year following the first taxable status date occurring after the earlier to occur of (a) receipt by the Company of the Certificate of Occupancy and (b) the commencement of commercial operations at the Project Facility, the Company will make PILOT Payments to the Agency for the benefit of the Affected Tax Jurisdictions with respect to the Project Facility for a fifteen (15) year period in accordance with the following illustrative table:

[table appears on the following page]

<u>PILOT Payments</u>¹					
<u>Payment Year</u>	<u>Assessment Roll Year</u>	<u>Fiscal Year of School Districts</u>	<u>Fiscal Year of Towns and County</u>	<u>Payment Due Date</u>	<u>PILOT Payments</u>
1	2022	2022-2023	2023	January 31, 2023	\$300,000
2	2023	2023-2024	2024	January 31, 2024	\$306,000
3	2024	2024-2025	2025	January 31, 2025	\$312,120
4	2025	2025-2026	2026	January 31, 2026	\$318,362
5	2026	2026-2027	2027	January 31, 2027	\$324,730
6	2027	2027-2028	2028	January 31, 2028	\$331,224
7	2028	2028-2029	2029	January 31, 2029	\$337,849
8	2029	2029-2030	2030	January 31, 2030	\$344,606
9	2030	2030-2031	2031	January 31, 2031	\$351,498
10	2031	2031-2032	2032	January 31, 2032	\$358,528
11	2032	2032-2033	2033	January 31, 2033	\$365,698
12	2033	2033-2034	2034	January 31, 2034	\$373,012
13	2034	2034-2035	2035	January 31, 2035	\$380,473
14	2035	2035-2036	2036	January 31, 2036	\$388,082
15	2036	2036-2037	2037	January 31, 2037	\$395,844

C. **First PILOT Payment.**

Notwithstanding the foregoing, and subject to the Company having obtained an Article 10 certificate from the New York State Board on Electric Generation Siting and the Environment relating to the Project Facility (which has not been heretofore obtained but which the Company is pursuing), in no event shall the first PILOT Payment be made by the Company later than January 31, 2023.

¹ The dates of the PILOT Payments set forth in the table above are based on an anticipated Completion Date occurring in November, 2021. Actual dates of PILOT Payments may change based on date of receipt of Certificate of Occupancy by Company or commencement of commercial operations at the Project Facility.

AGENCY COUNSEL DISCLOSURE STATEMENT

Pursuant to Section 858(8)(b) of the General Municipal Law of the State of New York, as amended, Hodgson Russ LLP (the "Firm") hereby certifies as follows:

SECTION 1. DESCRIPTION OF THE TRANSACTION. (A) General. The transaction which is the subject of this Disclosure Certificate (the "Transaction") is the following: The Firm is acting as agency counsel ("Agency Counsel") to Montgomery County Industrial Development Agency (the "Agency") in connection with the project described below (the "Project") being undertaken by the Agency for the benefit of Mohawk Solar LLC (the "Company").

(B) The Agency. The Agency is a public benefit corporation organized and existing pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act").

(C) The Project. The Project consists of the following: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the lease of the Project Facility by the Agency to the Company pursuant to the terms of a lease agreement dated as of December 1, 2019 (the "Lease Agreement") by and between the Agency, as landlord, and the Company, as tenant.

(D) Additional Parties. Prior to or simultaneously with the execution and delivery of the Lease Agreement, the Company and the Agency will execute and deliver the following documents: (1) a certain underlying lease dated as of December 1, 2019 (the "Underlying Lease"), pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land; (2) the Lease Agreement; (3) a payment in lieu of tax agreement dated as of December 1, 2019 (the "Payment in Lieu of Tax Agreement") by and between the Company and the Agency, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility to the Affected Tax Jurisdictions; (4) a certain recapture agreement dated as of December 1, 2019 (the "Section 875 GML Recapture Agreement") by and between the Agency and the Company, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (5) a certain uniform agency project agreement dated as of December 1, 2019 (the "Uniform Agency Project Agreement") by and between the

Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; and (6) various certificates and other documents relating to the Project (the "Closing Documents").

(E) Listing of Parties. Based upon the foregoing, the parties to the transaction (the "Parties") are as follows: the Agency and the Company.

SECTION 2. OTHER REPRESENTATION. Exhibit A attached hereto (A) identifies each Party which has a relationship with the Transaction, (B) indicates whether the Firm is representing such Party in the Transaction, (C) indicates whether such Party is separately represented (i.e., has counsel other than the Firm in the Transaction), and (D) indicates whether the Firm has represented such client in matters indirectly related to the Transaction.

SECTION 3. DESCRIPTION OF SERVICES. If Exhibit A attached hereto indicates that the Firm is providing legal services to any party other than the Agency, Exhibit B attached hereto contains a description of the nature of the legal services provided by the Firm to all of the Parties (including the Agency).

SECTION 4. AFFIRMATION. I hereby affirm that, to the best of my knowledge and belief, all information contained or described herein is true, correct and complete.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of December, 2019.

HODGSON RUSS LLP

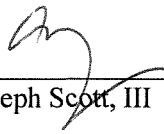
BY  _____
A. Joseph Scott, III

EXHIBIT A

PARTIES TO THE TRANSACTION

PARTY	DOES THE FIRM REPRESENT THIS PARTY IN THE TRANSACTION	DOES THIS PARTY HAVE SEPARATE COUNSEL IN THE TRANSACTION	DOES THE FIRM OTHERWISE REPRESENT THIS PARTY	HAS THE FIRM PROVIDED INDIRECT COUNSEL TO THIS PARTY IN THIS TRANSACTION
Montgomery County Industrial Development Agency	Yes	Yes	Yes	Yes
Mohawk Solar LLC	No	Yes	No	No

EXHIBIT B

DESCRIPTION OF SERVICES

CLIENT

Montgomery County Industrial
Development Agency

DESCRIPTION OF SERVICES PROVIDED BY THE FIRM

The Firm represents the Agency as Agency Counsel. As Agency Counsel, the Firm has provided legal services to the Agency in connection with the following: (1) preparation of all major documentation related to the Transaction; and (2) rendering certain legal opinions required to establish that the Transaction has been properly undertaken.

GENERAL CERTIFICATE
OF
MOHAWK SOLAR LLC

This certificate is made in connection with the execution by Mohawk Solar LLC (the “Company”) of a lease agreement dated as of December 1, 2019 (the “Lease Agreement”) by and between the Company, as landlord, and the Agency (as hereinafter defined), as tenant, the Underlying Lease, the Memorandum of Underlying Lease, the Memorandum of Lease Agreement, the Payment in Lieu of Tax Agreement, the Uniform Agency Project Agreement, the Section 875 GML Recapture Agreement (as each of said documents is defined in the Lease Agreement) and any other document to be executed by the Company (all of the preceding documents being collectively referred to as the “Company Documents”) in connection with the undertaking by Montgomery County Industrial Development Agency (the “Agency”), a public benefit corporation created pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”), of a project (the “Project”) consisting of the following: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the “Land”), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the “Financial Assistance”); and (C) the lease of the Project Facility to the Company pursuant to the terms of the Lease Agreement.

Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement, except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

EACH OF THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE COMPANY HEREBY CERTIFIES THAT:

1. I am an authorized representative of the Company and am duly authorized to execute and deliver this certificate in the name of and on behalf of the Company.

2. The Company (A) has been duly formed, is validly existing and is in good standing as a limited liability company under the laws of the State of Delaware, (B) is authorized to do business in the State of New York with full legal power and authority to own its Property, conduct its business and execute, deliver and perform its obligations under the Company Documents and (C) has taken all actions and obtained all approvals required in connection therewith.

3. Attached hereto as Exhibit A is a true, correct and complete copy of the certificate of formation of the Company, together with all amendments thereto (the "Certificate of Formation"), certified by the State of New York Department of State, Corporations Unit, as the same is in full force and effect on and as of the date of this certificate.

4. Attached hereto as Exhibit B is a true, correct and complete copy of the second amended and restated limited liability company agreement of the Company (the "Company Agreement"), together with all amendments thereto, as the same is in full force and effect on and as of the date of this certificate.

5. Attached hereto as Exhibit C is a true, correct and complete copy of the certificate of good standing relating to the Company from the Delaware Department of State.

6. Attached hereto as Exhibit D is a true, correct and complete copy of a certificate of authority to do business in New York State relating to the Company from the New York State Department of State.

7. Attached hereto as Exhibit E is a true, correct and complete copy of the written consent of the sole member of the Company (the "Sole Member Consent") approving and authorizing execution and delivery of the Company Documents. Such Sole Member Consent was duly adopted by the sole member of the Company, has not been amended or modified since its execution and is in full force and effect on the date of this certificate in accordance with its terms.

8. Attached hereto as Exhibit F is a list of all material pending litigation relating to the Company. Except as set forth in Exhibit F, to the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the best of our knowledge, threatened against or affecting the Company, (nor to the best of our knowledge is there any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect (A) the transactions contemplated by the Sole Member Consent, (B) the validity or the enforceability of the Sole Member Consent or the Company Documents or the transactions contemplated therein, (C) the organization or existence of the Company, or (D) the business, prospects, Property or condition of the Company.

9. I have been duly designated to act as an "Authorized Representative" of the Company pursuant to and in accordance with the provisions of the Lease Agreement.

10. There are no Liens against or overdue taxes, assessments, fees or other governmental charges payable by the Company to the United States, the State, or, to my knowledge, to any other state or municipality in the United States.

11. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Company in order to carry out, give effect to and consummate the transactions contemplated by the Company Documents have been duly authorized by all necessary action of the Company. The Company Documents are in full force and effect on and as of the date hereof, and no authority for the execution, delivery or performance of the Company Documents has been repealed, revoked or rescinded.

12. The execution, delivery and performance of the Company Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each by the Company do not and will not (A) violate the Certificate of Formation or the Company Agreement, (B) require consent under (which has not heretofore been received) or result in a breach of or default under any credit agreement, purchase agreement, indenture, mortgage, deed of trust, commitment, guaranty, lease or other agreement or instrument to which the Company is a party or by which the Company may be bound or affected, or (C) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of the Property of the Company.

13. The Company has duly authorized the taking of and has taken any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

14. No Event of Default specified in any of the Company Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing beyond any applicable notice, cure and grace periods.

15. Each of the representations and warranties of the Company contained in each of the Company Documents is true, accurate and complete on and as of the date of this certificate with the same force and effect as though such representations and warranties were made on and as of the date hereof.

16. The Company Documents have been each duly executed, acknowledged, where appropriate, and delivered on behalf of the Company by an authorized representative of the Company; the signature of said authorized representative thereon is the genuine signature of said authorized representative; and said executed Company Documents are in substantially the same form as the forms thereof presented to the members of the Company and approved by the Sole Member Consent.

17. The Company is not contemplating instituting bankruptcy, insolvency or any similar proceedings against itself.

18. The Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied by the terms of the Company Documents at or prior to the Closing Date.

19. As of the Closing Date, (a) there has been no material adverse change in the business, condition, Property or prospects (financial or otherwise) of the Company and (b) no retail goods or services have been or are in the process of being provided at the Project Facility.

[Remainder of the page left blank intentionally]

IN WITNESS WHEREOF, the undersigned has set his signature as an authorized officer of the Company this 20th day of December, 2019.

MOHAWK SOLAR LLC

BY: Avangrid Renewables, LLC,
An Oregon limited liability company,
Its Manager and Sole Member

LEGAL
IN

BY: [Signature]
Authorized Representative

BY: [Signature]
Authorized Representative

EXHIBIT A
CERTIFICATE OF FORMATION

Delaware

The First State

Page 1

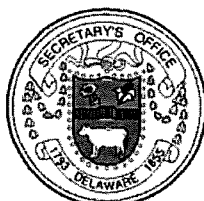
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "MOHAWK SOLAR LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SIXTEENTH DAY OF MARCH, A.D. 2015, AT 4:28 O`CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CANAJOHARIE SOLAR LLC" TO "MOHAWK SOLAR LLC", FILED THE EIGHTH DAY OF JANUARY, A.D. 2016, AT 1:56 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "MOHAWK SOLAR LLC".



5711414 8100H
SR# 20174835408

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202737138
Date: 06-20-17

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is Canajoharie
Solar LLC

Second: The address of its registered office in the State of Delaware is _____
1209 Orange Street in the City of Wilmington.
Zip code 19801. The name of its Registered agent at such address is
The Corporation Trust Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

The initial managers of the LLC are Brent Beerley and
Eric Blank.

In Witness Whereof, the undersigned have executed this Certificate of Formation this
16th day of March, 2015.

By: [Signature]
Authorized Person (s)

Name: Megan Argo

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:56 PM 01/08/2016
FILED 01:56 PM 01/08/2016
SR 20160123559 - File Number 5711414

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Canajoharie Solar LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

First: Change name to "Mohawk Solar LLC"

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 8th day of January, A.D. 2016.

By: 

Authorized Person(s)

Name: Eric Blank

Print or Type

EXHIBIT B

COMPANY AGREEMENT

**SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

OF

MOHAWK SOLAR LLC

A Delaware Limited Liability Company

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**SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

OF

MOHAWK SOLAR LLC
a Delaware limited liability company

THIS SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made and entered into effective September 14, 2017, by and between Mohawk Solar LLC, a Delaware limited liability company (the "Company"), and Avangrid Renewables, LLC, an Oregon limited liability company (the "Member").

ARTICLE 1. THE LIMITED LIABILITY COMPANY

1.1 Formation

Effective March 16, 2015, the Company was formed by filing a Certificate of Formation with the Delaware Secretary of State under the name Mohawk Solar LLC. Avangrid Renewables, LLC, is the Member of the Company. The Company and the Member enter into this Agreement as the Limited Liability Company Agreement of the Company. The rights and obligations of the Member are as provided in The Certificate of Formation under The Delaware Limited Liability Company Act (the "Act"), except as otherwise expressly provided in this Agreement.

1.2 Name

The business of the Company will be conducted under the name Mohawk Solar LLC, or such assumed business name or names as the Company may duly adopt by appropriate filing with the Delaware Secretary of State or other appropriate authority.

1.3 Purpose

The Company may conduct any lawful business that a limited liability company formed under the Act may conduct.

1.4 Offices

The Company maintains its principal business office at 1125 NW Couch Street, Suite 700, Portland OR 97209.

1.5 Registered Agent

The Company's registered agent shall initially be Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

1.6 Term

The term of the Company shall continue until terminated as provided in this Agreement.

1.7 Name and Address of Member

The Member's name and address is:

Avangrid Renewables, LLC, 1125 NW Couch Street, Suite 700, Portland OR 97209.

1.8 Admission of Additional Members

No additional members may be admitted to the Company without the prior approval of the Member. Upon the admission of a second Member, the Agreement shall be revised to address the relative rights and obligations of the Members and the change of status for income tax purposes.

ARTICLE 2. CAPITAL CONTRIBUTIONS

The Member is not required to make, and has made no commitment to make, any additional capital contributions to the Company. Notwithstanding the foregoing, the Member from time to time may make additional contributions to the capital of the Company in such amounts as the Member determines are necessary. In the absence of a binding written commitment signed by the Member to make additional capital contributions to the Company, the sole determination that the Member has made or has agreed to make any additional capital contributions to the Company shall be the transfer by the Member of cash or other property to the Company.

ARTICLE 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Allocations of Income and Loss

All items of income, gain, loss, deduction, and credit will be allocated 100% to the Member. For federal and state income tax purposes, all items of Company income, gain, loss, and deduction will be reported on the Member's separate tax returns.

3.2 Distributions

No distribution may be made to the Member if, after giving effect to the distribution, in the judgment of the Member, either (1) the Company would not be able to pay its debts as they become due in the ordinary course of business or (2) the fair value of the total assets of the Company would not at least equal its total liabilities. Subject to the foregoing limitation, the Company will make such distributions to the Member in such amounts as the Member determines.

ARTICLE 4. POWERS AND DUTIES OF MEMBER

4.1 Management of Company

The management and control of the Company and its business and affairs will be vested in the Member. The Member will have all the rights and powers that may be possessed by a Member in a member-managed limited liability company pursuant to the Act and those rights and powers that are otherwise conferred by law or that are necessary, advisable, or convenient to the discharge of the Member's duties under this Agreement and to the management of the business and affairs of the Company; provided, however, notwithstanding the foregoing, the Member shall not be required to perform services for the Company solely by virtue of being a Member. Without limiting the generality of the foregoing, the Member will have the following rights and powers (which the Member may exercise at the cost, expense, and risk of the Company):

4.1.1 To expend the funds of the Company in furtherance of the Company's business;

4.1.2 To perform all acts necessary to manage and operate the business of the Company, including engaging such persons as the Member deems advisable to assist in the management of the Company;

4.1.3 To execute, deliver, and perform on behalf of and in the name of the Company any and all agreements and documents deemed necessary or desirable by the Member to carry out the business of the Company, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the Company in any of its assets, or any part thereof, whether held in the Company's name, the name of the Member, or otherwise, and no other signature or signatures will be required for any such instrument to be valid, binding, and enforceable against the Company in accordance with its terms;

4.1.4 To borrow or raise moneys on behalf of the Company in the Company's name or in the name of the Member for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment thereof by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the Company, including contract rights, and no other signature or signatures will be required for any such instrument to be valid, binding, and enforceable against the Company in accordance with its terms.

4.2 Limitation on Liability of Member

No Member or agent of the Company shall have any personal obligation for any liabilities of the Company by reason of being a Member or agent of the Company. The Member will not have any liability to the Company for any loss suffered by the Company which arises out of any action, omission, or error in judgment of the Member, except to the extent the Act prohibits the Company from limiting the liability of the Member to the Company.

4.3 Indemnification of Member

To the maximum extent permitted by the Act, the Company shall indemnify the Member against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Member in connection with the Company, including, without limitation, attorney fees at trial and on appeal as incurred. The satisfaction of any indemnification and any saving harmless will be from, and limited to, Company assets, and the Member will not have any personal liability on account of such indemnification.

4.4 Dealing with the Company

The Member, and any affiliate of the Member, may deal with the Company, by providing or receiving property and services to or from the Company, and may receive from others or from the Company profits, compensation, commissions, or other income incident to such dealings. To the maximum extent permitted by the Act, the Member shall not have or owe any fiduciary duties to the Company. Without limiting the generality of the foregoing, under no circumstances shall any person or entity, whether a creditor, incidental beneficiary, or otherwise, have any right or entitlement derivative of the Company or any ability to assert any claims by, through, or on behalf of the Company, including, without limitation, a claim that the Member has breached a fiduciary duty owed to the Company.

4.5 Loans

The Member may, but will not be obligated to, make loans to the Company to cover the Company's cash requirements, and such loans will bear interest at a rate determined by the Member.

ARTICLE 5. BOOKS OF ACCOUNT AND BANKING

5.1 Books of Account

The Company's books and records and this Agreement will be maintained at the principal office of the Company. The Member will keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's business and for carrying out this Agreement.

5.2 Banking

All funds of the Company are to be deposited in a separate bank account or accounts as determined by the Member. Such funds may be withdrawn from such account or accounts on the signature of the Member and/or of any such other person or persons as are designated by the Member in writing.

ARTICLE 6. ASSIGNMENT OF INTERESTS; SUBSTITUTION OF MEMBERS

The Member may dispose of all or any portion of its Interest. If the Member transfers its entire Interest, then the transferee shall be admitted as a substituted Member on completion of the transfer without further action and shall thereafter be the Member for purposes of this

Agreement. If the Member transfers less than its entire Interest, then the transferee shall be admitted as a substituted Member with respect to the transferred Interest on the written consent of the Member.

ARTICLE 7. DISSOLUTION AND WINDING UP OF THE COMPANY

7.1 Dissolution

The Company will be dissolved only on the happening of any of the following events:

7.1.1 the express written determination of the Member to dissolve the Company; or

7.1.2 by operation of law.

7.2 Winding Up

On the dissolution of the Company, the Member will take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed in the following order:

7.2.1 to payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities; and

7.2.2 to the Member.

ARTICLE 8. GENERAL PROVISIONS

8.1 Amendments

A proposed amendment will be adopted and become effective as an amendment only on the written approval of the Member.

8.2 Entire Agreement

This Agreement, including any other document to be furnished pursuant to the provisions hereof, embodies the entire agreement and understanding of the parties to the agreement regarding the subject matter contained in it. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties regarding the subject matter hereof.

8.3 Severability

If any term or provision of this Agreement is held to be void or unenforceable, that term or provision shall be severed from this Agreement, the balance of the Agreement shall survive, and the balance of this Agreement shall reasonably be construed so as to carry out the intent of the parties as evidenced by the terms of this Agreement.

8.4 Governing Law

This Agreement and the rights of the parties under it will be governed by and interpreted in accordance with the laws of the State of Delaware (without regard to principles of conflicts of law).

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date and year first above written.

MEMBER:

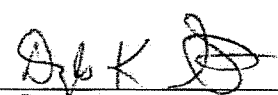
COMPANY:

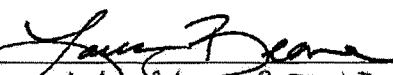
Avangrid Renewables, LLC

Mohawk Solar LLC

By: Avangrid Renewables, LLC, its sole Member and Manager

By: 
Name: LAURA BEANE
Title: Authorized Representative

By: 
Name: DOUGLAS STUVER
Title: Authorized Representative

By: 
Name: LAURA BEANE
Title: Authorized Representative

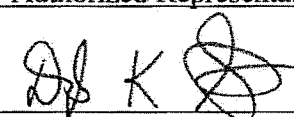
By: 
Name: DOUGLAS STUVER
Title: Authorized Representative

EXHIBIT C

CERTIFICATE OF GOOD STANDING
RELATING TO THE COMPANY

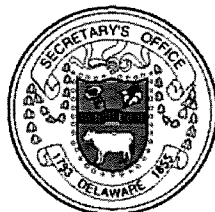
Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MOHAWK SOLAR LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF OCTOBER, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



5711414 8300

SR# 20197760976

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 203878799

Date: 10-28-19

EXHIBIT D

CERTIFICATE OF AUTHORITY TO DO BUSINESS IN
THE STATE OF NEW YORK

State of New York
Department of State } ss:

I hereby certify, that MOHAWK SOLAR LLC a DELAWARE Limited Liability Company filed an Application for Authority pursuant to the Limited Liability Company Law on 06/19/2015. I further certify that so far as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York. I further certify the following:

A Certificate of Publication of CANAJOHARIE SOLAR LLC was filed on 09/28/2015.

A certificate changing name to MOHAWK SOLAR LLC was filed on 01/26/2016.

A Biennial Statement was filed 06/01/2017.

Certificate of Change was filed on 10/19/2017.

A Biennial Statement was filed 06/07/2019.

I further certify, that no other documents have been filed by such Limited Liability Company.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 25th day of October
two thousand and nineteen.*

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

EXHIBIT E

SOLE MEMBER CONSENT

**MOHAWK SOLAR LLC
WRITTEN CONSENT OF SOLE MEMBER**

The undersigned, being the sole member (the “Member”) of Mohawk Solar LLC (the “Company”), acting pursuant to and in accordance with the provisions of the Company’s Second Amended and Restated Limited Liability Company Agreement and the Delaware Limited Liability Company Act, hereby adopts by written consent the following resolutions and directs that the following resolutions shall be recorded in the minute books of the Company:

WHEREAS, the Company desires to enter into that certain: (a) underlying lease agreement dated as of December 1, 2019 (the “Underlying Lease”) by and between the Company, as lessor, and the Montgomery County Industrial Development Agency (the “Agency”), as lessee, pursuant to which the Company will lease to the Agency the Company’s interest in the Project Facility (as defined in the Underlying Lease); (b) lease agreement dated as of December 1, 2019 (the “Lease Agreement”) by and between the Agency, as lessor, and the Company, as lessee, pursuant to which the Agency will lease to the Company the Agency’s interest in the Project Facility; (c) payment in lieu of tax agreement dated as of December 1, 2019 (the “PILOT Agreement”) by and between the Company and the Agency pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (d) uniform agency project agreement dated as of December 1, 2019 (the “Uniform Agency Project Agreement”) by and between the Company and the Agency regarding the terms of the granting by the Agency of the Financial Assistance (as defined in the Lease Agreement) to the Company; (e) recapture agreement dated as of December 1, 2019 (the “Section 875 GML Recapture Agreement”) by and between the Company and the Agency regarding the recovery and recapture of certain sales and use taxes; (f) sales tax exemption letter dated as of December 1, 2019 (the “Sales Tax Exemption Letter”) given by the Agency to the Company; and (g) county sales tax payment agreement dated as of December 1, 2019 by and between the Company and the Agency, pursuant to which the Company will agree to pay certain payments in lieu of sales taxes with respect to the Project Facility to Montgomery County (the “County Sales Tax Payment Agreement”, and together with the Underlying Lease, the Lease Agreement, the PILOT Agreement, the Uniform Agency Project Agreement, the Section 875 GML Recapture Agreement, and the Sales Tax Exemption Letter, and any documents and certificates executed in connection therewith, the “Company Documents”), in the form previously delivered; and

WHEREAS, the Member believes the transactions contemplated by the Company Documents are advisable and in the best interests of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the Company is hereby authorized and empowered to enter into the Company Documents and the performance by the Company of its obligations thereunder is authorized and approved, subject to such changes in the forms, terms and conditions thereof as may be approved as authorized in these resolutions; and further

RESOLVED, that any of the following officers of the Company (each an “Authorized Officer”):

<u>Name</u>	<u>Title</u>
Alejandro de Hoz	Authorized Representative
Steve Krump	Authorized Representative
Jesse Gronner	Authorized Representative

is authorized and empowered to execute and deliver in the name and on behalf of the Company each of the Company Documents, substantially in the forms, terms and conditions thereof reviewed by the Company, with such changes therein as may be approved by the Company's counsel as to legal matters and by the Authorized Officer executing the Company Documents, and the execution and delivery of the Company Documents by the Authorized Officer will be conclusive evidence of any such approval; and further

RESOLVED, that upon the execution and delivery of the Company Documents by the Authorized Officer, the Company shall perform its obligations thereunder in accordance with the terms of the Company Documents; and further

RESOLVED, that all actions taken by any officers or representatives of the Company prior to the date hereof in connection with and in furtherance of the transactions contemplated by these resolutions, and not in conflict with such transactions, are approved, ratified and confirmed in all respects; and further

RESOLVED, that the officers of the Company, and each is, authorized to make, execute and deliver, or cause to be made, executed and delivered, all other such agreements, documents, regulatory filings, certificates, instruments and other papers (including, without limitation, any amendments, supplements or modifications to the Company Documents), and to do or cause to be done all such acts or things, in the name and on behalf of the Company, as may be deemed necessary or appropriate to effectuate or carry out the purposes and intent of the Company Documents and the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned Member has executed this consent effective as of December 11, 2019.

Avangrid Renewables, LLC, Sole Member

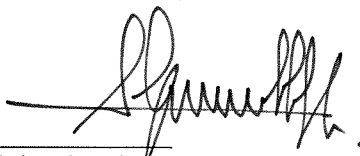
By: 
Alejandro de Hoz
Authorized Representative

EXHIBIT F

PENDING LITIGATION
AFFECTING THE COMPANY

Litigation: None

Proceedings: The Company is pursuing an Article 10 certificate for the Project from the New York State Board on Electric Generation Siting and the Environment (which has not been heretofore obtained).

CLOSING ITEM NO. C-2

AFFIDAVIT OF COMPANY

STATE OF NEW YORK)
)Ss:
COUNTY OF MONTGOMERY)

I, the undersigned, an authorized representative of Mohawk Solar LLC (the “Company”), do hereby depose and state as follows:

1. Montgomery County Industrial Development Agency (the “Agency”) may rely on the contents of this Affidavit in proceeding with the closing of its Mohawk Solar LLC Project, consisting of: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the “Land”), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the “Financial Assistance”); and (C) the lease of the Project Facility to the Company, pursuant to the terms of a lease agreement dated as of December 1, 2019 (the “Lease Agreement”) by and between the Agency, as landlord, and the Company, as tenant.

2. On or about May, 2018 the Company delivered an application (the “Application”) to the Agency for consideration of the Project.

3. The scope of the Project has not otherwise varied significantly from the description published in the Notices of Public Hearings attached hereto as Schedule A.

4. The total Project Costs, as of the date of this Affidavit, are estimated to be \$153,000,000.

5. There has been no other significant change or variation in the Project from the information contained in the Application, except as set forth on Schedule B attached hereto and made a part hereof.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned has set forth their hand as of the 18th day of December, 2019.

MOHAWK SOLAR LLC

BY: Avangrid Renewables, LLC,
An Oregon limited liability company,
Its Manager and Sole Member

BY: [Signature]
Authorized Representative

LEGAL
IN

BY: [Signature]
Authorized Representative

Sworn to before me this 18th day
of December, 2019.

[Signature]
Notary Public



SCHEDULE A
NOTICES OF PUBLIC HEARINGS

See attached.

AFFIDAVIT OF PUBLICATION)
State of New York) ss.:
Montgomery County)

Lori Hinkle, being duly sworn states she resides in the town of Johnstown, County of Fulton, and that she is an employee of McClary Media, Inc publisher of Courier Standard Enterprise, a newspaper published in the City of Amsterdam, Montgomery County and that the notice, a printed copy of which is hereto
October 12, 2018

Signed: Lori Hinkle

Subscribed and sworn to before me this 12 day of October, 2018

Stacey A. Menendez
Notary Public

STACEY A. MENENDEZ
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN MONTGOMERY COUNTY NO. 011166200002
COMMISSION EXPIRES FEBRUARY 21, 2022

State of New York, County of Montgomery My commission expires _____

Classified
Now!!

call
(518) 843-1100 or 1-800-453-6397

LEGALS

sale of Bidding and Documents may be from the Montgomery County at
Montgomery County or
acting Scott Surenio,
Agent, 20 Park Street,
4, P.O. Box 1500, Fond,
58 atssurenio@comont-
yus or telephone (518)

10/12/18

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signed as agent upon
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served. SSNY shall mail
to the LLC, Elam E.
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Amsterdam, NY 12010.
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9/21,9/28,10/5,10/12,10/18

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LEGALS

ENTERPRISES LLC
Arts. of Org. filed with the SSNY
on 09/07/2018. Office loc:
Montgomery County. SSNY has
been designated as agent upon
whom process against the LLC
may be served. SSNY shall mail
process to: 1116 State Highway
334 Fond, NY 12068. Purpose:
Any Lawful Purpose.
SEPT-11 9/28,10/5,10/12,10/19,10
/26,11/02/18

NOTICE OF PUBLIC HEARING
October 23, 2018 at 10:00 am
Montgomery County Legislative
Chambers
64 Broadway Fond, NY 12068
WHEREAS, Introductory Local
Law E (Local Law 5 of 2018), en-
titled "A Local Law Amending Local
Law 2 of 2014", hereby is adopted
and is incorporated as follows:
BE IT ENACTED by the
Montgomery County Legislature
as follows:

Local Law 2 of 2014 is hereby
amended to read as follows:
PROFESSIONAL SERVICES
C. Exemptions from Solicitation for
Professional Services
Shall also include:
h. Contracts for projects at Fulton-
Montgomery Community College.
The rest of the law shall remain
unchanged and in full force and
effect.

SAVING CLAUSE: If any clause,
sentence, paragraph, section or
part of this Local Law shall be
adjudged by any court of compe-
tent jurisdiction to be invalid, such
judgment shall not affect the re-
mainder thereof, but shall be con-
fined to its operation to the clause,
sentence, paragraph, subdivision,
section or part thereof directly in-
volved in the controversy in which
such judgment, decree or order
shall have been rendered and the
remainder of this Local Law shall
not be affected thereby and shall
remain in full force and effect, and
EFFECTIVE DATE: This Local
Law shall take effect when all ap-
plicable statutory requirements
for its passage and adoption have
been fully complied with and it
has been filed in the Office of the
Secretary of State.

BY: Matthew L. Ossentfort
October 23, 2018
OCT-5 10/12/18

NOTICE OF PUBLIC HEARINGS
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO
Notice is hereby given that pub-
lic hearings pursuant to Section
859 of the General Municipal
Law of the State of New York (the
"Act") will be held by Montgomery
County Industrial Development
Agency (the "Agency") on the
24th day of October, 2018 at
6:00 o'clock p.m., local time, at
the Municipal Town Building, 134
State Highway 80, Fort Plain, New
York 13339 and on the 24th day of
October, 2018 at 7:30 o'clock p.m.,
local time, at 12 Mitchell Street,
Canajoharie, New York 13317, re-
spectively, in connection with the
following matters: Mohawk Solar
LLC (the "Company") submitted
an application (the "Application")
to the Agency, a copy of which

LEGALS

Application is on file at the office
of the Agency, which Application
requested that the Agency con-
sider undertaking a project (the
"Project") for the benefit of the
Company, said Project consisting
of the following: (A) (1) the acqui-
sition of an interest in approximately
1,000 acres of land located in the
Town of Canajoharie, Montgomery
County, New York and the Town of
Mindon, Montgomery County, New
York (collectively, the "Land"), (2)
the construction on the Land of a
solar-powered electric generating
facility, including, but not limited to,
PV modules, metal racks and elec-
tric equipment with related founda-
tions (collectively, the "Facility")
and (3) the acquisition and installa-
tion of certain machinery and
equipment therein and thereon
(collectively, the "Equipment")
(the Land, the Facility and the
Equipment hereinafter referred to
as the "Project Facility"), all of
the foregoing to be operated by
the Company as a solar-pow-
ered electric generating facility
and other directly and indirectly
related activities; (B) the granting
of certain "financial assistance"
(within the meaning of Section
854(14) of the Act) with respect
to the foregoing, including poten-
tial exemptions from certain sales
and use taxes, real property taxes
and real estate transfer taxes (the
"Financial Assistance"); and (C)
the lease of the Project Facility to
the Company or such other entity
or person as may be designated
by the Company and agreed upon
by the Agency. The Agency is con-
sidering whether (A) to undertake
the Project and (B) to provide
certain exemptions from taxation
with respect to the Project, in-
cluding (1) exemption from sales
taxes relating to the acquisition,
construction, and installation of
the Project Facility, (2) exemption
from deed transfer taxes on any
real estate transfers with respect
to the Project, and (3) exemption
from real property taxes (not in-
cluding special assessments and
special ad valorem levies), subject
to the obligation of the Company
to make payments in lieu of taxes
with respect to the Project. If any
portion of the Financial Assistance
to be granted by the Agency with
respect to the Project is not con-
sistent with the Agency's uniform
tax exemption policy, the Agency
will follow the procedures for de-
viation from such policy set forth
in Section 874(b) of the Act pri-
or to granting such portion of the
Financial Assistance. The Agency
has not completed its review of the
Project pursuant to Article 8 of the
Environmental Conservation Law,
Chapter 43-B of the Consolidated
Laws of New York, as amended
(the "SEQR Act"), and the regula-
tions adopted pursuant thereto by
the Department of Environmental
Conservation of the State of New
York, being 6NYCRR Part 617, as
amended (the "Regulations"), and
collectively with the SEQR Act,
("SEQRAT"). After the Agency com-
pletes its review under SEQRAT, it
expects to be able to adopt a reso-
lution determining that the Project
will not have a significant effect on
the environment. The Agency will

at said time and place hear all
persons with views on either the
location and nature of the Project
or the Financial Assistance be-
ing contemplated by the Agency
in connection with the Project. A
copy of the application filed by the
Agency with respect to the Project
is available for public inspection
during normal business hours at
the office of the Agency.
Dated: October 11, 2018.
MONTGOMERY COUNTY
INDUSTRIAL
DEVELOPMENT AGENCY
By: Al John McGlone
Chairman
OCT-7 10/12/18

NOTICE OF BUILDING & MEDIA
LLC Arts. of Org. filed with the
SSNY on 07/31/2018. Office loc:
Montgomery County. SSNY has
been designated as agent upon
whom process against the LLC
may be served. SSNY shall mail
process to: The LLC, 37 University
Place Amsterdam, NY 12010
Purpose: Any Lawful Purpose.
OCT-8 10/12,10/19,10/26,11/02,11/9,11/16/18

NOTICE OF FORMATION OF
Chalmers Hill Lofts GP, LLC. Arts.
of Org. filed with Secy. of State of
NY (SSNY) on 10/1/18. Office lo-
cation: Montgomery County. SSNY
designated as agent of LLC upon
whom process against it may be
served. SSNY shall mail process to:
Cogency Global Inc., 10 E.
40th St., 10th FL, NY, NY 10018.
Purpose: any lawful activity.
OCT-4 10/12,10/19,10/26,11/02,11/9,11/16/18

NOTICE OF FORMATION OF
United Liability Company. Name:
Haleez Rahman, MD, PLLC.
Articles of Organization were filed
with the Secretary of State of New
York (SSNY) on 8/13/2018. Office
location: Montgomery County.
SSNY has been designated as
agent of the PLLC upon whom
process against it may be served.
SSNY shall mail a copy of process
to the PLLC, 2510 River Front
Center, Amsterdam, NY 12010.
Purpose: For any lawful purpose.
SEPT-21 9/7,9/14,9/21,9/28,10/5,10/12/18

NOTICE OF FORMATION OF
Chalmers Hill Lofts, L.P. Certificate
filed with Secy. of State of NY
(SSNY) on 10/01/2018. Office lo-
cation: Montgomery County. SSNY
designated as agent of LP upon
whom process against it may be
served. SSNY shall mail process to:
Cogency Global Inc., 10 E. 40th
St., 10th FL, NY, NY 10018. Name/
address of each genl. ptr. available
from SSNY. Term: until 9/29/2068.
Purpose: any lawful activity.
OCT-18 10/10,10/17,10/24,10/31,11/7,11/14/18

NOTICE OF FORMATION OF
LLC, Balkon Lake Vine Ventures,
LLC (LLC) Red Arts. of Org. with
Secy. of State of NY (SSNY)
on 09/13/2018. Office location:
Montgomery County. SSNY desig-
nated as agent of the LLC upon
whom process may be served and
SSNY shall mail process to the
LLC at c/o Katherine Taylor, 1417
Kara Rd., Amsterdam, NY 12010.
Purpose: any business permitted

under law.
SEPT-8 9/21,9/28,10/5,10/12,10/19,10/26/18

NOTICE OF PUBLIC HEARING
The Town of St. Johnsville
Planning Board will hold a Public
Hearing on application
Special Use Permit Application
Number: ---
Pursuant to Section 45.3 of the
Town of St. Johnsville Solar Code
to allow the development of a
Utility-Scale Solar Energy System
on lands owned by Roger Lohman
located at 550 Grum Creek Road
Tax Map
#08.01.111.

The Public Hearing will be held
on the 18th of October, 2018 at
7:30 at the Town Barn Complex
located at 7431 State Highway 6,
St. Johnsville, NY 13452. The
application is open for inspection
at the Planning Board office
located at Town Barn Complex
located at 7431 State Highway 6,
St. Johnsville, NY 13452. Office
hours are Monday, Wednesday
and Friday 9:00 am to 1:00 pm and
Monday 5:00 pm to 7:00 pm.
By order of Marcel Falcon
Chairman, Planning Board, Town
of St. Johnsville
OCT-10 10/12/18

PUBLICATION NOTICE OF
FORMATION OF A LIMITED
LIABILITY COMPANY UNDER
UNITED LIABILITY COMPANY
LAW

LOOMAN AUTO, LLC
Dated: September 10, 2018
NOTICE IS HEREBY GIVEN OF
THE FORMATION OF THE above-
named limited liability company
("Company") for the transaction
of business in the State of New
York and elsewhere. Pursuant to
section 808 of the Limited Liability
Company Law of the State of New
York, your attention is directed to
the following facts:

1. The name of the Company is LOOMAN AUTO, LLC.
2. The articles of organization of the Company were filed with the Secretary of State on September 6, 2018.
3. The County in which the office of the Company shall be located is Montgomery.
4. The Secretary of State has been designated as agent of the Company upon whom process against it may be served. The Secretary of State shall mail a copy of any process against the Company to the following post office address: 1 Horn Lane, St. Johnsville, New York 13452.
5. The character of the business of the Company is as follows: to en-
gage in any limited liability company
which a limited liability company
may be formed under section 201
of the Limited Liability Company
Law.

SEPT-5 8/14,9/21,9/28,10/5,10/12,10/19/18

INSTRUCTION

AIRLINE CAREERS Start Here -
Get trained as FAA certified Aviation
Technician. Financial aid for qual-
ified students. Job placement assis-
tance. Call AAT for free information
866-296-7093

AFFIDAVIT OF PUBLICATION)
State of New York) ss.:
Montgomery County)

Lori Hinkle, being duly sworn states she resides in the town of Johnstown, County of Fulton, and that she is an employee of McClary Media, Inc publisher of The Recorder, a newspaper published in the City of Amsterdam, Montgomery County and that the notice, a printed copy of which is hereto attached, was printed in The Recorder the following dates:
October 12, 2018

Signed: Lori Hinkle October 18
Subscribed and sworn to before me this 12 day of October, 2018

Stacey A. Menendez
STACEY A. MENENDEZ
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN MONTGOMERY COUNTY NO. 01ME6255902
COMMISSION EXPIRES FEBRUARY 21, 2020
Notary Public
State of New York, County of Montgomery My commission expires _____

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The Recorder

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LEGALS

2 may be served. SSNY shall process to: The LLC, Elan Kaufman Jr. 259 S. Buel Rd. Najahara, NY 13317
purpose: Any Lawful Purpose.
PT - 12 97 9/14 9/21 9/28 5/10/12/18

N BIO REMOVAL LLC Arts. Org. filed w/ the SSNY on 5/18. Office: Montgomery County, NY. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail process to the LLC, 50 Union St., Amsterdam, NY 12010. purpose: Any Lawful Purpose.
PT-33 9/21,9/28,10/5,10/12,1/8,10/28/18

JTICE The Public is invited attend a Budget Hearing on Friday, October 18, 2018 beginning at 7pm at the firehouse, 1 Main Street, Fort Hunter. A copy of the proposed 2019 budget for the fire district is available at the office of the Town of Adia Town clerk and the fire district secretary where it may be inspected by any interested person during regular business hours.
PT-43 10/12/18

JTICE OF ME'S (PENDING ENTERPRISES)

ts. of Org. filed with the JNY on 09/07/2018. Office : Montgomery County. SSNY a bean designated as agent upon whom process against a LLC may be served. SSNY all mail process to: 1116 State Highway 334 Fonda, NY 12068 purpose: Any Lawful Purpose.
PT-55 9/28,10/5,10/12,10/19 02/8,11/02/18

DTICE OF PUBLIC HEARING October 23, 2018 at 10:00 am Montgomery County Legislative members 1 Broadway Fonda, NY 12068 HEREAS, Introductory Local Law 2 of 2018, titled "A Local Law Amending Local Law 2 of 2014", hereby is adopted and is incorporated as follows:
E IT ENACTED by the

LEGALS

Montgomery County Legislature as follows:
Local Law 2 of 2014 is hereby amended to read as follows:
PART VI. PROCUREMENT OF PROFESSIONAL SERVICES
C. Exemptions from Solicitation for Professional Services:
Shall also include:
h. Contracts for projects at Fulton-Montgomery Community College.

The rest of the law shall remain unchanged and in full force and effect.

SAVING CLAUSE: If any clause, sentence, paragraph, section or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment decree or order shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this Local Law shall not be affected thereby and shall remain in full force and effect, and

EFFECTIVE DATE: This Local Law shall take effect when all applicable statutory requirements for its passage and adoption have been fully complied with and it has been filed in the Office of the Secretary of State. BY: Matthew L. Ossentfort October 23, 2018
OCT - 23 10/21/18

NOTICE OF PUBLIC HEARINGS ON PROPOSED PROJECT AND FINANCIAL ASSISTANCE RELATING THERETO

Notice is hereby given that public hearings pursuant to Section 859 of the General Municipal Law of the State of New York (the "Act") will be held by Montgomery County Industrial Development Agency (the "Agency") on the 24th day of October, 2018 at 6:00 o'clock p.m., local time, at the Municipal Town Building, 134 State Highway 80, Fort Plain,

LEGALS

New York 13339 and on the 24th day of October, 2018 at 7:30 o'clock p.m., local time, at 12 Mitchell Street, Canajoharie, New York 13317, respectively, in connection with the following matters: Mohawk Solar LLC (the "Company") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the "Land"), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(1) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency. The Agency is considering whether (A) to undertake the Project and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from sales taxes relating to the acquisition, construction, and installation of the Project Facility, (2) exemption from dead weight transfer taxes on any real estate transfers with respect to the Project, and (3) exemption from real property taxes (not including special assessments and special ad valorem levies), subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(b) of the Act prior to granting such portion of

the Financial Assistance. The Agency has not completed its review of the Project pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6NYCRR Part 617, as amended (the "Regulations", and collectively with the SEQR Act, "SEQR"). After the Agency completes its review under SEQR, it expects to be able to adopt a resolution determining that the Project will not have a significant effect on the environment. The Agency will at said times and places hear all persons with views on either the location and nature of the Project or the Financial Assistance being contemplated by the Agency in connection with the Project. A copy of the application filed by the Agency with respect to the Project is available for public inspection during normal business hours at the office of the Agency.
Dated: October 23, 2018.
MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
By: s/ John McGlone
Chairman
OCT - 28 10/12/18

MATTHEW P. STANLEY, JOSEPHINE M. STANLEY, ET AL., Defendant(s). Pursuant to a Judgment of Foreclosure and Sale, duly granted 8/21/2018, I, the undersigned Referee, will sell at public auction at the Lobby of the Montgomery County Office Building, Broadway, Fonda, NY 12068, on 10/29/2018 at 9:30 am, premises known as 127 Canal Street, Fort Plain, NY 13339 and described as follows: ALL that certain plot piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Fort Plain, County of Montgomery, State of New York and designated on the tax maps of the Montgomery County Treasurer as Section 48.48 Block 1 Lot 14 The approximate amount of the current Judgment lien is \$202,908.88 plus interest and costs. The Premises will be sold subject to provisions of the aforesaid Judgment of Foreclosure and Sale; Index # 002B1/2018. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse

LEGALS

against the Mortgagee, the Mortgagee or the Mortgagee's attorney, William F. Martuscello, Esq., Referee, Leopold & Associates, PLLC, 80 Business Park Drive, Suite 110, Armonk, NY 10504 Dated: 9/26/2018
TKS
REPT - 56 9/28 10/5 10/12 10/19/18
NOTICE OF SALE SUPREME COURT COUNTY OF MONTGOMERY JPMorgan Chase Bank, National Association, Plaintiff AGAINST: Rose Aharado; et al., Defendant(s)
Pursuant to a Judgment of Foreclosure and Sale duly dated October 24, 2018, I, the undersigned Referee will sell at public auction at the Montgomery County Office Building, Fonda, New York on November 9, 2018 at 2:00 PM, premises known as 132 West Grand Street, Palatine Bridge, NY 13428. All that certain plot piece or parcel of land, with the buildings and improvements erected, situate, lying and being in the Town of Palatine, County of Montgomery, State of NY, Section 63.9 Block 1 Lot 1. Approximate amount of Judgment \$202,139.51 plus interest and costs. Premises will be sold subject to provisions of filed Judgment Index# 1078/15.
Joseph A. Hall, Esq., Referee
Shapiro, DiCaro & Barak, LLC
Attorney(s) for the Plaintiff
175 Mta Crossing Boulevard
Rochester, New York 14624
(877) 430-4782 Dated: September 17, 2018 - #95678
For sale information, please visit
iServiceAuction.com or call
(866) 539-4173
Oct - 2 10/5 10/12 10/19 10/26/18

NOTICE OF BUILDING 8 MEDIA LLC Arts. of Org. filed with the SSNY on 07/31/2018. Office loc: Montgomery County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 37 University Place Amsterdam, NY 12010. Purpose: Any Lawful Purpose.
OCT-38 10/12,10/19,10/28,11/2,11/9,11/18/18

NOTICE OF FORMATION OF Chalmers Mill Lofts GP, LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 10/1/18. Office location: Montgomery County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Cogency Global Inc., 10 E. 40th St., 10th Fl., NY, NY 10018. Purpose: any lawful activity.
OCT-20 10/12,10/19,10/26,11/2,11/8,11/18/18

NOTICE OF FORMATION OF Limited Liability Company. Name: Hafeez Rehman, MD, PLLC. Articles of Organization

TODAY'S WORD PUZZLE

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WONDERWORD®

By DAVID
QUELLET

SCHEDULE B

OTHER SIGNIFICANT CHANGES OR VARIATIONS IN THE PROJECT

The Company specified in the Application that, based on a total project cost of \$135,000,000 and taking into account otherwise available State exemptions, the estimated value of the effective sales tax exemption (taking into account otherwise applicable exemptions) would be \$1,728,000.

Based on a revised total project cost of \$153,000,000, and taking into account such otherwise available State exemptions, the estimated value of the effective sales tax exemption (taking into account otherwise applicable exemptions) would be \$1,958,400.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			
NAIC #			
INSURED Mohawk Solar Project c/o Avangrid Renewables, LLC 1125 NW Couch, Suite 700 Portland OR 97209 USA	INSURER A:	Everest National Insurance Co	10120
	INSURER B:	XL Insurance America Inc	24554
	INSURER C:	Zurich American Ins Co	16535
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570079487973 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			US00010949LI19A	06/01/2019	06/01/2020	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG	\$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			EN4CA00184-191	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			AOS	06/01/2019	06/01/2020	BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY			EN4CA00185-191			BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY			MA			PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			US00010950LI19A	06/01/2019	06/01/2020	EACH OCCURRENCE	\$20,000,000
	<input type="checkbox"/> EXCESS LIAB			SIR applies per policy terms & conditions			AGGREGATE	\$20,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC019586603	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570079487973

CERTIFICATE HOLDER

Montgomery County Industrial Development Agency
Attn: Chairman
9 Park Street
Fonda NY 12068 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

CLOSING ITEM NO.: D-1

December 20, 2019

Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068

Mohawk Solar LLC
1125 NW Couch Street
Portland, Oregon 97209

Re: Montgomery County Industrial Development Agency
Lease/Leaseback Transaction
Mohawk Solar LLC Project

Ladies and Gentlemen:

We have acted as counsel to Montgomery County Industrial Development Agency (the “Agency”), a public benefit corporation organized and existing pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”), in connection with the preparation, execution and delivery by the Agency of the following documents (the “Agency Documents”):

(1) a certain resolution adopted by the members of the Agency on December 20, 2018 (the “Approving Resolution”) authorizing the execution and delivery by the Agency of the Agency Documents in connection with a project (the “Project”) undertaken by the Agency for the benefit of Keuka Gardens Associates LLC (the “Company”) consisting of the following: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the “Land”), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the “Financial Assistance”); and (C) the lease of the Project Facility to the Company pursuant to the terms of a lease agreement dated as of December 1, 2019 (the “Lease Agreement”) by and between the Agency, as landlord, and the Company, as tenant;

(2) the Lease Agreement;

(3) a certain underlying lease dated as of December 1, 2019 (the “Underlying Lease”) from the Company, as landlord, to the Agency, as tenant;

(4) a certain payment in lieu of tax agreement dated as of December 1, 2019 (the “Payment in Lieu of Tax Agreement”) by and among the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility;

(5) a certain uniform agency project agreement dated as of December 1, 2019 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company regarding the granting of the financial assistance and the potential recapture of such assistance;

(6) a certain recapture agreement dated as of December 1, 2019 (the “Section 875 GML Recapture Agreement”) by and between the Agency and the Company, required by the Act, regarding the recovery or recapture of certain sales and use taxes; and

(7) various other documents required to be executed by the Agency in connection with the Project.

We have, as counsel to the Agency, examined original or certified copies of the proceedings of the Agency taken with respect to the Project, as well as certificates of the Agency’s officers, a certified copy of the Approving Resolution and executed counterparts of the Agency Documents. We have also examined such statutes, court decisions, proceedings and other documents as we have considered necessary or appropriate in the circumstances to render the following opinions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease Agreement.

Based upon our examination of the foregoing, and in reliance upon the matters and subject to the limitations contained in the concluding paragraphs of this opinion, we are of the opinion (except that no opinion is given with respect to any federal or state securities law or any law concerning zoning or subdivision matters or as to the law of any jurisdiction other than the State of New York) that:

1. The Agency is a corporate governmental agency constituting a public benefit corporation duly established under the Act.

2. Under the Act, it is the purpose of the Agency to promote, develop, encourage and assist in acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing, manufacturing, commercial facilities, among others, and the Agency has the power to acquire, hold and dispose of real and personal property for its corporate purposes. In accordance with the Act, the Agency has determined to undertake the acquisition, construction and installation of the Project Facility, and to lease the Project Facility to the Company pursuant to the Lease Agreement.

3. The members and officers of the Agency identified in the Agency’s general certificate delivered on this date have been duly appointed as such members (and duly elected by the members as such officers) and are qualified to serve as such.

4. The Agency has power and lawful authority under the Act to execute and deliver the Agency Documents; to undertake the acquisition, construction and installation of the Project Facility pursuant to the Lease Agreement; to appoint the Company as agent of the Agency for the purpose of the

acquisition, construction and installation of the Project Facility; and to perform and observe the provisions of the Agency Documents on its part to be performed and observed.

5. The Approving Resolution has been duly adopted by the members of the Agency, complies with the procedural rules of the Agency and the requirements of the laws of the State of New York, and the Approving Resolution has not been supplemented, amended, or repealed and remains in full force and effect on the date hereof.

6. By the Approving Resolution, the Agency has duly authorized the acquisition, construction and installation of the Project Facility, the lease of its interest in the Project Facility to the Company and the execution and delivery by the Agency of the Agency Documents.

7. The making and performance by the Agency of the Agency Documents and the consummation of the transactions on the part of the Agency therein contemplated will not violate any applicable provision of any applicable law (including the Act), regulation, decree, writ, order or injunction, or any applicable provision of the Act, and will not contravene the provisions of or constitute a default under any material term of any agreement, indenture, bond resolution or other instrument to which the Agency is a party or by which the Agency is bound; provided, however, that no opinion is expressed as to the terms of laws, regulations, rules, judgments or orders with respect to the physical acquisition, construction, installation, equipping, occupancy or operation of the Project Facility.

8. The Agency Documents have been duly authorized by all necessary action on the part of the Agency, have been duly executed and delivered by authorized officers of the Agency, and, assuming the due authorization, execution and delivery of same by the other parties thereto, constitute legal, valid and binding special obligations of the Agency, enforceable against the Agency in accordance with their respective terms, except as specified below.

9. No additional or further consent, authorization or approval of, or filing or registration with, any governmental or regulatory body not already obtained is required for the making and performance by the Agency of the Agency Documents or for the performance by the Agency of the transactions contemplated thereby; provided, however, that no opinion is expressed as to the terms of laws, regulations, rules, judgments or orders with respect to the physical acquisition, construction, equipping, occupancy or operation of the Project Facility.

10. The Agency has not been served with a summons in any action and, to the best of our knowledge, there is no litigation pending or threatened in any court, either state or federal, calling into question the creation, organization or existence of the Agency, the validity of the Agency Documents, or the authority of the Agency to acquire, construct and install the Project Facility or to enter into or perform the Agency Documents.

Any opinion concerning the validity, binding effect or enforceability of any document (A) means that (1) such document constitutes an effective contract under applicable law, (2) such document is not invalid in its entirety under applicable law because of a specific statutory prohibition or public policy, and is not subject in its entirety to a contractual defense under applicable law and (3) subject to the following sentence, some remedy is available under applicable law, if the person concerning whom such opinion is given is in material default under such document but (B) does not mean that (1) any particular remedy is available under applicable law upon such material default or (2) every provision of such document will be upheld or enforced in any or each circumstance by a court applying applicable law. Furthermore, the

validity, binding effect or enforceability of any document may be limited to or otherwise affected by (A) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar statute, rule, regulation or other law affecting the enforcement of creditors' rights and remedies generally or (B) the unavailability of, or any limitation on the availability of, any particular right or remedy (whether in a proceeding in equity or at law) because of the discretion of a court or because of any equitable principle or requirement as to commercial reasonableness, conscionability or good faith.

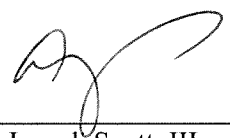
We express no opinion with respect to (A) title to all or any portion of the Project Facility, (B) the priority of any liens, charges, security interests or encumbrances affecting the Project Facility or any part thereof (or the effectiveness of any remedy which is dependent upon the existence of title to the Project Facility or the priority of any such lien, charge, security interest or encumbrance), (C) any laws, regulations, judgments, permits or orders with respect to zoning, subdivision matters or requirements for the physical commencement and continuance of the acquisition, construction, installation, use or operation of the Project Facility or with respect to the requirement of filing or recording of any of the Basic Documents, or (D) the laws of any jurisdiction other than the State of New York.

Insofar as the foregoing opinions express or involve conclusions as to compliance by the Agency with the provisions of Article Eight of the Environmental Conservation Law of the State of New York, we have relied upon the accuracy of the conclusions contained in the resolution adopted by the members of the Agency on December 20, 2018 in which the Agency determined that as a result of the Company having submitted a preliminary scoping statement, among other materials, documents, status reports, and filing letters, to the New York State Board on Electric Generation Siting and the Environment with respect to the Project pursuant to Article 10 of the Public Service Law of the State of New York, as amended ("Article 10"), the Project is exempt from review under SEQRA pursuant to the provisions of Article 10 and therefore no SEQRA review is required; provided, however, that we are not passing upon nor do we assume any responsibility for the accuracy, completeness, or fairness of the statements, information or conclusions contained in the foregoing and we make no representation that we have independently verified the accuracy, completeness, or fairness of any such statements, information or conclusions.

This opinion is rendered as of the date hereof, and no opinion is expressed as to matters referred to herein on any subsequent date.

Very truly yours,

HODGSON RUSS LLP

BY: 
A. Joseph Scott, III



1583 East Genesee Street
Skaneateles, New York 13152

December 20, 2019

Montgomery County Industrial Development Agency
9 Park Street
Fonda, New York 12068

Mohawk Solar LLC
c/o Avangrid Renewables, LLC
1125 NW Couch Street
Portland, Oregon 97209

RE: Montgomery County Industrial Development Agency
Mohawk Solar LLC – Lease/Leaseback Transaction

Ladies and Gentlemen:

We have acted as counsel to Mohawk Solar LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “Company”), in connection with the preparation, execution and delivery by the Company and the Montgomery County Industrial Development Agency (the “Agency”), a public benefit corporation organized and existing pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”), of the following documents (collectively, the “Company Documents”): (1) a lease to Agency dated as of December 1, 2019 (the “Underlying Lease”) from the Company to the Agency; (2) a lease agreement dated as of December 1, 2019 (the “Lease Agreement”) by and between the Agency, as landlord, and the Company, as tenant; (3) a payment in lieu of tax agreement dated as of December 1, 2019 (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company; (4) a uniform agency project agreement dated as of December 1, 2019 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company regarding the granting of the financial assistance and the potential recapture of such assistance; (5) a recapture agreement dated as of December 1, 2019 (the “Section 875 GML Recapture Agreement”) by and between the Agency and the Company, required by the Act, regarding the recovery or recapture of certain sales and use taxes; and (6) various other closing documents required to be executed by the Company, all in connection with the undertaking by the Agency of a project (the “Project”) consisting of the following: (A)(1) the acquisition of an interest in approximately 1,000 acres of land located in the Town of Canajoharie, Montgomery County, New York and the Town of Minden, Montgomery County, New York (collectively, the “Land”), (2) the construction on the Land of a solar-powered electric generating facility, including, but not limited to, PV modules, metal racks and electric equipment with related foundations (collectively, the “Facility”) and (3) the acquisition and

installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (the "Financial Assistance"); and (C) the lease of the Project Facility to the Company pursuant to the terms of the Lease Agreement.

We have examined the original or certified copies of the proceedings of the Company taken with respect to the Project, as well as certificates of the Company's representatives, an executed resolution of the members of the Company authorizing the execution and delivery by the Company of the Company Documents (the "Company Resolution"), and executed counterparts of all of the Company Documents. We have also examined such statutes, court decisions, proceedings and other documents as we have considered necessary or appropriate in the circumstances to render the following opinions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease Agreement.

Based on the foregoing, it is our opinion that:

1. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is authorized to do business in the State of New York, and possesses full power and authority to own its Property, to conduct its business and to execute and deliver the Company Documents and to carry out and perform its obligations thereunder.

2. The Company Resolution has been duly adopted by the members of the Company, complies with the procedural rules of the Company and the requirements of the laws of the State of Delaware, and the Company Resolution has not been supplemented, amended or repealed and remains in full force and effect on the date hereof.

3. The execution and delivery by the Company of the Company Documents have been duly authorized by all necessary action of the Company. Each of the Company Documents has been duly executed and delivered by an Authorized Representative of the Company and is a legal, valid, and binding obligation of the Company enforceable against the Company in accordance with its terms, except as the enforcement of the Company Documents may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws relating to fraudulent conveyances or affecting the enforcement of rights of creditors of the Company generally and equitable principles of general applicability.

4. The execution and delivery by the Company of the Company Documents, the compliance with the provisions of each and the consummation of the transactions contemplated therein do not and will not (A) conflict with or constitute on the part of the Company a breach of or default under the Company's Certificate of Formation or Second Amended and Restated Limited Liability Company Agreement, or (B) to our knowledge, require consent under (which has not heretofore been received), or result in a breach or default of any indenture, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Company is a party or by which the

Company or any of its Property may be bound or affected (of which the Company has made us aware and has provided us with copies of the same) for which a valid consent has not been secured; nor is any approval or any action by any Governmental Authority or agency required in connection with the execution, delivery or performance thereof by the Company.

5. There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against, or affecting, the Company, wherein an unfavorable decision, ruling or finding would adversely affect, in a material fashion, the Project Facility or the validity or enforceability against the Company of the Company Documents.

Any opinion concerning the validity, binding effect or enforceability of any of the Company Documents against the Company (A) means that (1) such document constitutes an effective contract under applicable law, (2) such document is not invalid in its entirety under applicable law because of a specific statutory prohibition or public policy, and is not subject in its entirety to a contractual defense under applicable law, and (3) subject to the following sentence, some remedy is available under applicable law if the person concerning whom such opinion is given is in material default under such document, but (B) does not mean that (1) any particular remedy is available under applicable law upon such material default or (2) every provision of such document will be upheld or enforced in any or each circumstance by a court applying applicable law. Furthermore, the validity, binding effect or enforceability against the Company of any of the Company Documents may be limited or otherwise affected by (A) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar statute, rule, regulation or other law affecting the enforcement of creditors' rights and remedies generally or (B) the unavailability of, or any limitation on the availability of, any particular right or remedy (whether in a proceeding in equity or law) because of the discretion of a court or because of any equitable principle or requirement as to commercial reasonableness, conscionability or good faith.

Our opinions expressed herein assume the Company has, or will obtain, good and valid title to its interests in the Land and the Project Facility and we express no opinion on matters of title.

This opinion is rendered as of the date hereof. No opinion is expressed as to matters referred to herein for any subsequent date, and we disclaim any obligation to apprise the addresses of a change in facts, circumstances, or law after the date hereof.

Very truly yours,

A handwritten signature in black ink that reads "Swartz Moses PLLC". The signature is written in a cursive, flowing style.

SWARTZ MOSES PLLC