JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Resolution Number 07.11.2019.01

A meeting of the Jefferson County Industrial Development Agency (the "**Agency**") was convened in public session at the offices of the Agency at 800 Starbuck Ave., the City of Watertown, Jefferson County, New York on July 11, 2019 at 8:30 AM, local time.

The meeting was called to order by the Chairperson and, upon being called, the following members of the Agency were:

PRESENT: David Converse, John Jennings, Robert E. Aliasso, Jr., Lisa L'Huillier, Paul Warneck, William Johnson

ABSENT: W. Edward Walldroff

THE FOLLOWING PERSONS WERE ALSO PRESENT: Donald Alexander, David Zembiec, Lyle Eaton, Peggy Sampson, Jay Matteson, Marshall Weir, Joseph Russell, Esq., Kent Burto, Greg Gardner, Greg Rossetti, Taymaz (TJ) Jahani Aval, Ed Valentine and Marcus Wolf from the Watertown Daily Times

The following resolution was offered by Mr. Warneck seconded by Mr. Aliasso to wit;

Resolution No. 07.11.2019.01

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY DETERMINING THAT A CERTAIN APPLICATION SUBMITTED BY OYA GREAT LAKES SEAWAY LLC; OYA BLANCHARD ROAD LLC; OYA BLANCHARD ROAD LLC; OYA NYS RTE 12 LLC AND OYA BLANCHARD ROAD II LLC (COLLECTIVELY THE COMPANY) REQUESTING A LEASE-LEASEBACK TRANSACTION IN CONNECTION WITH A PROPOSED SOLAR ENERGY FACILITY TO BE CONSTRUCTED BY THE COMPANY ON PARCEL 20.00-1-28 IN THE TOWN OF CLAYTON AND ON PARCELS 13.00-2-51, 13.00-2-53, AND 13.00-2-47.1 IN THE TOWN OF ORLEANS IS COMPLETE.

WHEREAS, the Agency has received an application for a lease- leaseback transaction from the Company in connection with a proposed solar energy facility to be located on Town of Clayton tax parcel 20.00-1-28 and Town of Orleans tax parcels 13.00-2-51, 13.00-2-53, and 13.00-2-47.1 (the "**Project**"); and

WHEREAS, the Agency staff has reviewed the application and has determined that the application is complete and provides sufficient information for Agency staff to begin its investigation into whether the proposed Project warrants consideration of the benefits requested in the application, and has recommended to the members of the Agency that it formerly determine that the application is complete; and

WHEREAS, the members of the Agency have received and reviewed the application and have considered the recommendations of the Agency staff.

NOW, THEREFORE, BE RESOLVED BY THE MEMBERS OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

1. The application is hereby deemed to be complete for the purposes of the Agency staff proceeding to evaluate proposed Project, and enter into discussions with the developer and applicable taxing jurisdictions in order to determine whether to recommend to the members of the Agency whether the proposed project warrants the relief requested in the applications.

2. The Agency staff is hereby authorized to proceed to commence its investigation into the proposed Project and obtain any additional information, documentation, financial data staff deems appropriate in connection with its investigation and evaluation.

3. Nothing contained in this Resolution shall be deemed as an approval by the Agency of the application or an endorsement of the proposed Project and is made solely for the purposes of authorizing Agency staff to further investigate the Project and engage in discussions with the Project developer and the applicable taxing jurisdictions in connection with the relief requested in the application.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

David Converse	VOTING YEA
John Jennings	VOTING YEA
Robert E. Aliasso Jr.	VOTING YEA
W. Edward Walldroff	VOTING ABSENT
Lisa L'Huillier	VOTING ABSTAINED
Paul Warneck	VOTING YEA
William Johnson	VOTING YEA

The foregoing Resolution was thereupon declared and duly adopted.

PRELIMINARY INDUCEMENT RESOLUTION

A meeting of Jefferson County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency located at 800 Starbuck Avenue in the City of Watertown, Jefferson County, New York on October 3, 2019 at 8:30 o'clock a.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: David Converse, John Jennings, Robert E. Aliasso, W. Edward Walldroff, Paul Warneck, and Lisa L'Huillier

ABSENT: William Johnson

FOLLOWING PERSONS WERE ALSO PRESENT: Donald Alexander, David Zembiec, Lyle Eaton, Peggy Sampson, Marshall Weir, Christine Powers, Joseph Russell, Esq., Francis Tom Iorizzo, and Marcus Wolf from the Watertown Daily Times

The following resolution was offered by Mr. Aliasso, seconded by Mr. Jennings, to wit:

Resolution No. 10.03.2019.07

RESOLUTION TAKING PRELIMINARY OFFICIAL ACTION TOWARD THE ACQUISITION, CONSTRUCTION, INSTALLATION, AND LEASING OF A CERTAIN COMMERCIAL PROJECT FOR OYA NYS RTE 12 LLC, OYA BLANCHARD ROAD LLC, OYA BLANCHARD ROAD 2 LLC, AND OYA GREAT LAKES SEAWAY LLC (COLLECTIVELY THE "COMPANY") AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PRELIMINARY AGREEMENT WITH THE COMPANY WITH RESPECT TO SUCH TRANSACTION.

WHEREAS, Jefferson County Industrial Development Agency (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 77 of the 1974 Laws of New York, as amended, constituting Section 902 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 commercial 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, OYA NYS Rte 12 LLC, OYA Blanchard Road LLC, OYA Blanchard Road 2 LLC, and OYA Seaway Great Lakes LLC (collectively the "Company") has presented an application (the "Application") to the Agency, a copy of which was presented at this meeting and copies of which are on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") consisting of the following: (A) (1) the acquisition of an interest in certain parcels of land located in the Towns of Orleans, to wit: tax parcels 13.00-2-51; 13.00-2-53; and 13.00-4-41.1; and a parcel located in the Town of Clayton, to wit: tax parcel 20.00-1-28, Jefferson County, New York (the "Land"), and (2) construction on the Land of four separate 5 megawatt soar photo-voltaic community distribution generation facilities (collectively the Facility") to be operated by the Company (the Land and the Facility collectively referred to as the "Project Facility"; (B) the granting of certain "financial assistance" (within the meaning of section 854(14) of the Act) with respect to the foregoing, including exemption from certain sales taxes, real estate transfer taxes, and real estate taxes (collectively the "Financial Assistance"); and (C) the lease (with and obligation to purchase) or sale 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 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 Jefferson County, New York, (B) the completion of the Project Facility 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 of New York to another area of the State of New York or in the abandonment of a plant or facility of any proposed occupant of the Project Facility (other than the Company) located in the State of New York and (C) the completion of the Project Facility will not result in the abandonment of one or more plants or facilities of the Company 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 Jefferson County, New York by undertaking the Project in Jefferson County, New York; 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 October 3, 2019 (the "SEQR Resolution"), the Agency has determined that the Project will not have a significant effect on the environment and, therefore, that an environmental impact statement is not required to be prepared with respect to the Project; and

WHEREAS, pursuant to the Act, any approval of the Project contained herein is contingent upon a determination by the members of the Agency to proceed with the Project following satisfaction of the public hearing and notice requirements and other procedural requirements contained in Section 859-a of the Act that relate to the Project; and

WHEREAS, although the resolution authorizing the Project has not yet been drafted for approval by the Agency, a preliminary agreement (the "Preliminary Agreement") relative to the proposed undertaking of the Project by the Agency has been presented for approval by the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency has reviewed the Application and based upon the representations made by the Company to the Agency in the Application and at this meeting and, based thereon, the Agency hereby makes the following findings and determinations with respect to the Project:

(A) The Project constitutes a "project" within the meaning of the Act; and

(B) The completion of the Project Facility 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 of New York to another area of the State of New York or in the abandonment of a plant or facility of any proposed occupant of the Project Facility (other than the Company) located in the State of New York and, although the completion of the Project Facility, will not result in the abandonment of one or more plants or facilities of the Company located in the State of New York; and

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

(D) The granting of the Financial Assistance by the Agency with respect to the Project, through the granting of the various tax exemptions described in Section 2(D) of this Resolution, will promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of Jefferson County, New York and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act; and

(E) Upon compliance with the provisions of the Act, the Agency would then be authorized under the Act to undertake the Project in order to promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of Jefferson County, New York and the State of New York and improve their standard of living.

Section 2. If, following full compliance with the requirements of the Act, including the public hearing requirements set forth in Section 859-a of the Act, the Agency adopts a future resolution (the "Future Resolution") determining to proceed with the Project and to grant the Financial Assistance with respect thereto and the Company complies with all conditions set forth in the Preliminary Agreement and the Future Resolution, then the Agency will (A) acquire an interest in the Project Facility from the Company pursuant to a deed, lease agreement or other documentation to be negotiated between the Agency and the Company (the "Acquisition Agreement"); (B) renovate the Facility and acquire and install the Equipment in the Facility or elsewhere on the Land; (C) lease (with the obligation to purchase) or sell the Project Facility to the Company pursuant to a lease agreement or an installment sale agreement (hereinafter the "Project Agreement") between the Agency and the Company whereby the Company will be obligated, among other things, (1) to make payments to the Agency in amounts and at times so that such payments will be adequate to enable the Agency to timely pay all amounts due on the Acquisition Agreement and (2) to pay all costs incurred by the Agency with respect to the Project and/or 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 and/or the Project Facility, and (D) provide the Financial Assistance with respect to the Project, in accordance with the Agency's uniform tax exemption policy, including (1) exemption from mortgage recording taxes with respect to any documents recorded by the Agency with respect to the Project in the Office of the County Clerk of Jefferson County, New York or elsewhere, (2) exemption from sales taxes relating to the acquisition, construction and installation of the Project Facility, (3) exemption from deed transfer taxes and real estate transfer gains taxes on real estate transfers to and from the Agency with respect to the Project, and (4) exemption from real estate taxes (but not including special assessments and special ad valorem levies) relating to the Project Facility, subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project Facility, all as contemplated by the Preliminary Agreement and the Future Resolution.

Section 3. If the Agency adopts the Future Resolution, the undertaking and completing of the Project by the Agency, and the granting of the Financial Assistance with respect to the Project as contemplated by Section 2 of this Resolution, shall be subject to: (A) the determination by the members of the Agency to proceed with the Project following a determination by the members of the Agency that all requirements of SEQRA that relate to the Project have been fulfilled; (B) execution and delivery by the Company of the Preliminary Agreement, which sets forth certain conditions for the undertaking and completing of the Project by the Agency, and satisfaction by the Company of all the terms and conditions of the Preliminary Agreement applicable to the Company; (C) agreement by

the Agency and the Company on mutually acceptable terms for the conveyance of the Land to the Agency; (D) agreement between the Company and the Agency as to payment by the Company of payments in lieu of taxes with respect to the Project Facility, together with the administrative fee of the Agency with respect to the Project; (E) a determination by the members of the Agency to proceed with the granting of the Financial Assistance with respect to the Project following a determination by the members of the Agency that the public hearing and notice requirements and other procedural requirements contained in Section 859-a of the Act have been complied with; (F) the Agency's uniform tax exemption policy or 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 must 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; and (G) the following additional condition(s): None.

Section 4. The form, terms and substance of the Preliminary Agreement (in substantially the form presented to this meeting and attached hereto) are in all respects approved, and the First Chairman (or Vice Chairman) of the Agency is hereby authorized, empowered and directed to execute and deliver said Preliminary Agreement in the name and on behalf of the Agency, said Preliminary Agreement to be substantially in the form presented to this meeting, with such changes therein as shall be approved by the officer executing same on behalf of the Agency, the execution thereof by such officer to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form now before this meeting.

Section 5. From and after the execution and delivery of the Preliminary Agreement, the officers, agents and employees of the Agency are hereby authorized, empowered and directed to proceed with the undertakings provided for therein on the part of the Agency and are further authorized to do all such acts and things and to execute all such documents as may be necessary or convenient to carry out and comply with the terms and provisions of the Preliminary Agreement as executed.

Section 6. Joseph W. Russell, of the law firm of Barclay Damon LLP of Watertown, New York is hereby appointed Counsel to the Agency with respect to all matters in connection with the Project. Counsel for the Agency is hereby authorized, at the expense of the Company, to work with the Company, counsel to the Company and others to prepare for submission to the Agency, all documents necessary to effect the transactions contemplated by this Resolution.

Section 7. The Agency hereby authorizes the Executive Director of the Agency, prior to the granting of any Financial Assistance with respect to the Project, after consultation with Counsel, (A) to establish a time, date and place for a public hearing of the Agency to hear all persons interested in the location and nature of the Project Facility and the proposed Financial Assistance being contemplated by the Agency with respect to the Project, said public hearing to be held in the city, town or village where the Project Facility will be located; (B) to cause notice of such public hearing to be given to the public by publishing a notice of such hearing in a newspaper of general circulation available to

residents of the governmental units where the Project Facility 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; (C) to cause notice of said public hearing 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; (D) to conduct such public hearing; and (E) to cause a report of said public hearing fairly summarizing the views presented at said public hearing to be promptly prepared and cause copies of said report to be made available to the members of the Agency.

Section 8. The First Chairman, Vice Chairman and Executive Director of the Agency 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 9. 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:

David J. Converse	VOTING	YEA
John Jennings	VOTING	YEA
Robert E. Aliasso, Jr.	VOTING	YEA
W. Edward Walldroff	VOTING	YEA
Paul Warneck	VOTING	YEA
William Johnson	VOTING	ABSENT
Lisa L'Huillier	VOTING	YEA

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
COUNTY OF JEFFERSON) ss.:

I, the undersigned Secretary of Jefferson 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 October 3, 2019 with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such Resolution set forth therein and of the whole of said original so far as the same related 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 given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present through 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 3rd day of October, 2019.

[redacted]

W. Edward Walldroff, Secretary

AUTHORIZING RESOLUTION

A meeting of Jefferson County Industrial Development Agency (the "**Agency**") was convened in public session at the offices of the Agency at 800 Starbuck Avenue, in the City of Watertown, Jefferson County, New York on January 9, 2020 at 8:30 a.m., local time.

The meeting was called to order by the Chairperson and, upon being called, the following members of the Agency were:

PRESENT: David Converse, John Jennings, Robert E. Aliasso, Jr., W. Edward Walldroff, Paul Warneck, William Johnson, Lisa L'Huillier

ABSENT: None

FOLLOWING PERSONS WERE ALSO PRESENT: Donald Alexander, David Zembiec, Lyle Eaton, Peggy Sampson, Marshall Weir, Joseph Russell, Esq., Christine Powers, Joe Fiori, Erin Bischoff from 7 News and Marcus Wolf from the Watertown Daily Times

The following resolution was offered by Mr. Warneck, seconded by , to wit;

Resolution No.: 01.09.2020.01

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD THE LEASE-LEASEBACK TRANSACTIONS WITH OYA NYS RTE 12 LLC, OYA BLANCHARD ROAD LLC, OYA BLANCHARD ROAD 2 LLC, AND OYA GREAT LAKES SEAWAY LLC (COLLECTIVELY THE "COMPANY" AND INDIVIDUALLY THE "COMPANIES") FOR THE PURPOSE OF THE CONSTRUCTION AND INSTALLATION OF FOUR SEPARATE FIVE MEGAWATT SOLAR PHOTO-VOLTAIC COMMUNITY ENERGY GENERATION AND DISTRIBUTION FACILITIES ON THREE TAX PARCELS LOCATED IN THE TOWN OF ORLEANS AND ONE TAX PARCEL LOCATED IN THE TOWN OF CLAYTON

WHEREAS, Jefferson County Industrial Development Agency (the "**Agency**') is authorized and empowered by the provisions of Chapter 1030 of Laws of 1969 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 369 of the 1971 Laws of New York, as amended, constituting Section 892-e 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, renovating, improving, maintaining, equipping and furnishing of commercial 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, pursuant to an application, including a cost benefits analysis (the "**Application**"), submitted to the Agency the **Company** wherein the Agency has been requested to consider undertaking a project (the "**Project**"), consisting of the following:

(A) (1) The acquisition of an interest in those certain parcels of land located in the Town of Orleans and identified on the latest completed assessment roll for the Town of Orleans as tax parcels 13.00-2-51; 13.00-2-53; and 13.00-4-41.1; and a parcel of land located in the Town of Clayton and identified on the latest completed assessment roll for the Town of Clayton as tax parcel 20.00-1-28 , County of Jefferson, New York (the "**Land**"), as more particularly described in the respective PILOT Agreements, and

(2) The construction and installation on the Land of a four separate five megawatt solar photo-voltaic community energy generation and distribution facilities (collectively the "**Project**" and individually the "**Projects**") (the Land and the Project being collectively referred to as the "**Project Facilities**"); and

(B) The granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including exemption from certain mortgage recording taxes and real property taxes (collectively, the "**Financial Assistance**"); and

(C) The lease or sale of the Project Facilities to the Companies or such other person as may be designated by the Companies and agreed upon by the Agency; and

WHEREAS, pursuant to a preliminary Inducement Resolution adopted by the members of the Agency on October 3, 2019, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project (the "**Public Hearing**") to be mailed by electronic mail on October 8, 2019 to the chief executive officer of the County, City and School District in which the Project is to be located, (B) caused notice of the Public Hearing to be published on October 8, 2019 in the Watertown Daily Times, a newspaper of general circulation available to residents of the County of Jefferson, (C) conducted the Public Hearing on October 18, 2019, at 10:00 o'clock a.m., local time at the Town of Orleans municipal offices located at 20558 Sunrise Ave, LaFargeville, New York 13656, (D) prepared a report of the

Public Hearing which fairly summarized the views presented at said Public Hearing and distributed same 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"), the members of the Agency adopted a resolution on October 3, 2019, (the "SEQR Resolution") in which the Agency determined (A) that the Project constitutes a "Type 1 Action", (B) that the coordinated review procedures outlined in the Regulations was conducted by the Town of Orleans Planning Board which issued its negative declaration determination of non-significance, and that although the Agency was not included as an involved agency in the coordinated review, the members of the Agency reviewed the record of the proceedings before the Town of Orleans Planning Board and the full environmental assessment form and concurred with the Planning Board's determination (C) that the Project will not have a "significant effect on the environment" pursuant to SEQRA and, therefore that no environmental impact statement need be prepared with respect to the Project, and (D) that a negative declaration would be prepared with respect to the Project; 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 with the Company (hereinafter collectively referred to as the "**Agency Documents**"):

(A) A lease to the Agency (and a memorandum thereof) for each of the Projects (the "**Underlying Leases**") by and between the Companies, as landlords, and the Agency, as tenant pursuant to which the Companies will lease to the Agency the Project Facilities;

(B) A lease agreement (and a memorandum thereof) for each of the Projects (the "**Lease Agreements**") by and between the Agency and the Companies, pursuant to which, among other things, the Companies agree to undertake the Projects as agents of the Agency and the Companies further agree to lease the Project Facilities from the Agency and to pay all legal fees and expenses incurred by the Agency with respect to the Projects;

(C) A payment in lieu of tax agreement (the "**Payment in Lieu of Tax Agreement**" or the "**PILOT**") for each of the Projects by and between the Agency and the Companies, pursuant to which the Companies will agree to make certain payments in lieu of taxes with respect to the Project Facilities; and

(D) Various certificates relating to the Project (the "**Closing Documents**"); and

WHEREAS, the Agency has given due consideration to the Application and to the representations by the Companies that the granting by the Agency of the Financial Assistance

with respect to the Projects will be in an inducement to the Companies to undertake the Projects in Jefferson County, New York; and

WHEREAS, the Company and the Agency have agreed on a certain Payment in Lieu of Taxes Agreement and Distribution Schedules to the Taxing Jurisdictions of such payments in lieu of taxes in substantially the form and affect and appears at **Exhibit "A"** to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1 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; and

(B) The Project constitutes a "project", as such term is defined in the Act; and

(C) The acquisition of the Project Facilities and the lease of the Project Facilities to the Companies will promote and maintain the job opportunities, general prosperity and economic welfare of the citizens of Jefferson County, New York and the State of New York and improve their standard of living; and

(D) It is desirable and in the public interest for the Agency to grant to the Companies the relief provided by the Payment In Lieu of Taxes Agreements, and to enter into the Agency Documents upon the satisfaction of all conditions thereto.

Section 2 In consequence of the foregoing, the Agency hereby determines that the granting of the financial assistance by the Agency with respect to the Projects, through the granting of various tax exemptions described herein, and set forth on the exhibits attached hereto, will promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of Jefferson County, New York and the State of New York, and improve their standard of living, and thereby serve the public purposes of the Act.

Section 3 In consequence of the foregoing, and subject to the satisfactions of any conditions as imposed herein or as may be required by the Act, the Agency hereby determines to:

(A) Proceed with the Projects;

(B) Acquire the Project Facilities;

(C) Accept an Underlying Leases of the Projects on terms to be determined by the Agency;

(D) Lease the Project Facilities to the respective Companies pursuant to a Lease Agreements on terms to be determined by the Agency;

(E) Enter into the Payment in Lieu of Tax Agreements in the form and substance as attached hereto; and

(F) Execute and deliver the other Agency Documents upon terms and conditions satisfactory to the Chief Executive Officer; and

(G) Execute and deliver the Closing Documents upon terms and conditions satisfactory to the Chief Executive Officer; and

(H) Grant the Financial Assistance with respect to the Projects.

Section 4 The Agency is hereby authorized to acquire a leasehold interest in the Project Facilities pursuant to an Underlying Leases 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 are hereby approved, ratified and confirmed.

Section 5 The Agency is hereby authorized to lease the Project Facilities back to the respective Companies pursuant to the Lease Agreements and to do all things necessary or appropriate to renovate, construct and equip the Projects pursuant to the terms of the Lease Agreements.

Section 6 (A) The 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 substantially the forms thereof presented to this meeting, with such changes, variations, omissions and insertions thereto as the Chief Executive Officer shall approve, the execution thereof by the Chief Executive Officer to constitute conclusive evidence of such approval.

(B) The 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 7 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 8 The Agency hereby determines and finds that the Project is a qualifying industrial project, and falls within the provisions of the Agency's Uniform Tax Exempt Policy, and therefore the consent of the Affected Taxing Jurisdictions is not required.

Section 9 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:

David Converse	VOTING YEA
John Jennings	VOTING YEA
Robert E. Aliasso, Jr.	VOTING YEA
W. Edward Walldroff	VOTING YEA
Paul Warneck	VOTING YEA
William Johnson	VOTING YEA
Lisa L'Huillier	VOTING YEA

The foregoing Resolution was thereupon declared and duly adopted.

EXHIBIT "A" TO AUTHORIZING RESOLUTION

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

OYA NYS RTE 12 LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF

RELATING TO THE PREMISES LOCATED AT
COUNTY OF JEFFERSON AND STATE OF NEW YORK

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of _____ (the "***Payment in Lieu of Tax Agreement***") by and between **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a public benefit corporation organized and existing under the laws of the State of New York, having and office at 800 Starbuck Avenue, Watertown, New York 13601 (the "***Agency***"), and **OYA NYS RTE 12 LLC** limited liability company organized under the laws of the State of having its office at 700 University Boulevard, Juno Beach, Florida 33408 (the "***Company***").

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; 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 369 of the Laws of 1971 of the State as amended and constituting section 892-e of the 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, the members of the Agency, adopted a resolution on October 3, 2019 (the "***Preliminary Inducement Resolution***"), pursuant to which the Agency agreed to accept an application (the "***Application***") from the Company and further agreed to consider undertaking a project (the "***Project***") consisting of the following: (A)(i) the acquisition of an interest in vacant land located at _____, New York (the "***Land***"); (ii) the construction of solar modules, racking to mount the solar modules, inverters and transformers and assorted electrical components and wiring, all

located on the Land (collectively, the "***Facility***"); (iii) the acquisition and installation in and at the Land and Facility of fixtures and equipment (the "***Equipment***" and together with the Land and the Facility, the "***Project Facility***"); (B) the granting of certain financial assistance in the form of potential exemptions from certain sales and use taxes, real property taxes and mortgage recording taxes (except as limited by Section 874 of the General Municipal Law) (collectively the "***Financial Assistance***"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, installation, equipping and completion of the Project Facility; and (D) the lease of the Land, Facility and Equipment by the Agency pursuant to a lease agreement from the Company to the Agency; and the lease of the Project Facility back to the Company pursuant to a sublease agreement; 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***"), the Agency adopted an Environmental Resolution on October 3, 2019, and determined that the Project would not have a significant adverse effect on the environment, and issued a negative declaration for the Project, a copy of which was provided to and is binding upon the Agency (the "***SEQRA Determination***"); and

WHEREAS, by further resolutions adopted by the members of the Agency on _____ _____ (collectively, the "***Resolutions***"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement (the "***Agency Lease***") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Agency Lease, the "***Basic Documents***"); and

WHEREAS, pursuant to the terms of the Agency Lease, (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 for a lease term ending on the earlier to occur of (1) _____ or (2) the date on which the Agency Lease is terminated pursuant to the optional termination provisions thereof; and

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

WHEREAS, simultaneously with the execution and delivery of the Agency Lease (the "***Closing***"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of _____ (the "***Company Lease***") by and between the Company, as landlord and the Agency, as tenant pursuant to which the Company will lease to the Agency the Land and all improvements and Equipment now or hereafter located on the land (collectively, the "***Premises***") for a lease term ending on _____, (B) the Company and the Agency will execute and deliver the Payment in Lieu of Tax Agreement, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (C) 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, and (D) 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 Agency Lease, 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 Agency Lease shall not control the amounts due as payment in lieu of taxes 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 1.00. RECITALS AND DEFINITIONS.

The foregoing recitals are incorporated herein as if fully set forth. Terms not otherwise defined herein shall have the meanings ascribed thereto in the Agency Lease, dated as of _____ by and between the Company and the Agency (the "***Agency Lease***").

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.

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 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, operating agreement 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 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 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.

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 a leasehold interest in 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 own such leasehold interest in the Project Facility, the Project Facility shall be assessed by the various taxing entities having jurisdiction over the

Project Facility, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Project Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the "***Taxing Entities***", and each of such Taxing Entities being sometimes individually hereinafter referred to as a "***Taxing Entity***") as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest to the Project Facility created by the Agency Lease and the filing of the Real Property Tax Exemption Forms. The Company shall, promptly following acquisition by the Agency of the leasehold interest to the Project Facility created by the Company 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 Taxing Entities prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form shall be filed with the appropriate officer or officers of each respective Taxing Entity responsible for assessing properties on behalf of each such Taxing Entity (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 Taxing Entity. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the tax status date of such Taxing Entity 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 Agency Lease, 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 Taxing Entities. 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 Agency Lease, and notwithstanding anything hereto to the contrary, 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 that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the respective Taxing Entities entitled to receive same pursuant to the provisions hereof. The Company also agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The payments due hereunder shall be paid by the Company to Agency for distribution to the Taxing Entities pursuant to the Agency's Uniform Tax Exemption Policy (the Agency being hereinafter referred to as the "***Receivers of Taxes***").

(B) Valuation of the Project Facility.

(1) The value of the Project Facility for purposes of determining payments in lieu of taxes due hereunder (hereinafter referred to as the "***Assessed Value***") shall be determined by the appropriate Assessors. The Company agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The parties hereto agree that the Assessors shall (a) appraise the Land in the same manner as other similar properties in the general area of the Land, but without giving effect to the Improvements (as defined herein); (b) place an Assessed Value upon the Land, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes, (c) appraise 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 the same manner as other similar properties in the general area of the Improvements, and (d) place an Assessed Value upon the Improvements, 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 determination of the Assessed Value of the Improvements and of any change in the Assessed Value of the Land or the Improvements.

(2) If the Company is dissatisfied with the amount of the Assessed Value of the Improvements as initially established or with the amount of the Assessed Value of the Land or the Improvements 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 Assessed Value of the Improvements, or of a change in such Assessed Value of the Land or the Improvements, 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 Assessed Value of the Project Facility for purposes of determining payments in lieu of taxes due under this Payment in Lieu of Tax Agreement, then the Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Project Facility, with respect to any proposed assessment or change in assessment with respect to the Project Facility by any of the affected Taxing Entities and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment. Any payments in lieu of taxes due upon the Project Facility may not be withheld by the Company pending determination of the Assessed Value by the appropriate tribunal.

(C) Amount of Payments in Lieu of Taxes. The payments in lieu of taxes to be paid by the Company to the Receivers of Taxes annually on behalf of each Taxing Entity pursuant to the terms of this Payment in Lieu of Tax Agreement shall be computed separately for each Taxing Entity as follows:

(1) First, determine the amount of general taxes and general assessments (hereinafter referred to as the "***Normal Tax***") which would be payable to each Taxing Entity 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 (B)(1)(a) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity 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 Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Land shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to the Land for such tax year, as determined pursuant to subsection C(1) of this Section 2.02.

(3) Next, determine the Normal Tax which would be payable to each Taxing Entity if 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***") were owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Improvements determined pursuant to Subsection (B) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Improvements if the Improvements were owned by the Company and not the Agency. For the avoidance of doubt, determination of the Normal Tax that would be payable with respect to the Improvements under this subsection shall be solely for reference, and the amounts payable by Company as a payment in lieu of tax with respect to Improvements under this Payment in Lieu of Tax Agreement will be determined in accordance with subsection (4) below.

(4) Notwithstanding the foregoing, specific reference is made to the Table at Schedule "1" to this Agreement, which forms the basis for the calculation of the annual PILOT Payments by the Agency. 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 Improvements shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Improvements shall be in the amounts reflected on the following table with respect to the Improvements:

Tax Year Commencing During Fiscal Year	Total PILOT Payment
1	$35,000.00
2	$33,404.58
3	$32,818.97
4	$32,233.35
5	$31,647.74
6	$31,062.12
7	$30,476.51
8	$29,890.90
9	$29,305.28
10	$28,719.67
11	$28,134.05
12	$27,548.44
13	$26,962.83
14	$26,377.21
15	$25,791.60
16 and thereafter	100% of Normal Taxes

(5) 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 any portion of the Project Facility shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be the sum of (a) the amount due each Taxing Entity with respect to the Land for such tax year, as determined pursuant to Subsection (C)(2) of this Section 2.02, **plus** (b) the amount due each Taxing Entity with respect to the Improvements for such tax year, as determined pursuant to Subsection (C)(4) of this Section 2.02.

(6) The parties recognize that the purpose of the Project is to create or retain permanent private sector jobs in Jefferson County. Accordingly, the parties have agreed that the amount of payments in lieu of taxes payable with respect to the Addition Premises shall bear a direct relationship to the success or lack of success of the Project in achieving this goal. Therefore, as specific inducement for Agency entering into this Payment in Lieu of Tax Agreement, the Company shall retain and create the average number of full time equivalent employees (1820 hours equaling one full time equivalent employee) employed at the Project Facility or equivalent jobs set forth within the Company's Application, during the term of this Payment in Lieu of Tax Agreement. The Company pledges commercially reasonable efforts to hire persons from the Jefferson County, New York work force. The Company shall promptly provide employment figures to the Agency as requested.

(D) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which Battery Storage is added to the Project Facility ("***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 Receivers of Taxes with respect to such Additional Facilities, as follows:

Year	Additional Payments
1	$1,809.10
2	$1,772.92
3	$1,737.46
4	$1,702.71
5	$1,668.66
6	$1,635.28
7	$1,602.58
8	$1,570.53
9	$1,539.12
10	$1,508.33
11	$1,478.17
12	$1,448.60
13	$1,419.63
14	$1,391.24
15	$1,363.41

(E) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Taxing Entity a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Taxing Entities responsible for preparing the tax rolls for said Tax Entities (each, a "***Tax Billing Officer***") and a request that said Tax Billing Officers submit to the Company and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such Taxing Entities.

(F) Time of Payments. The Company agrees to pay the amounts due hereunder to the Receivers of Taxes for the benefit of each particular Taxing Entity in any fiscal tax year to the appropriate Receiver of Taxes within the period that such Taxing Entity allows payment of taxes levied in such fiscal tax year without penalty. The Company shall be entitled to receive receipts for such payments. Unless otherwise indicated by the Tax Billing Office for said Tax Entities, the Company agrees to pay annually to the Receiver of Taxes as a payment in lieu of taxes, on or before September 1 of each year beginning February 1, 2021, and thereafter February 1 of each year during the term hereof for School, County and Town Taxes, respectively, an amount equal to the annual PILOT Payments.

(G) Method of Payment. All payments by the Company hereunder shall be paid to the Receivers of Taxes in lawful money of the United States of America. The Receivers of Taxes shall in turn distribute the amounts so paid to the various Taxing Entities 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 Agency Lease. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Taxing Entity 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 payments in lieu of property taxes attributed to such fiscal tax year to such Taxing Entity hereunder shall be reduced by the amounts which the Company shall have so paid to such Taxing Entity in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any payment in lieu of property taxes due to any other Taxing Entity or as to any payment in lieu of property taxes due to such Taxing Entity in any other fiscal tax year.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the governing body of the affected Taxing Entity 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 thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 2.02(G) hereof. In the event that the governing body of the appropriate Taxing Entity 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 payment in lieu of property taxes 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 payment in lieu of taxes 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 payment in lieu of taxes due 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 affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity 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 Jefferson County, New York, and neither the State of New York nor Jefferson 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 Agency Lease).

(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.

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 fifteen (15) 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 thirty (30) 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 thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement 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, 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;

(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-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; or

(D) A default under the Company Lease, the Agency Lease or the Project Agreement.

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 Taxing Entity, then with respect to such Event of Default such Taxing Entity) 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 Agency Lease. 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 Agency Lease, among other remedies, the right to terminate the Agency Lease 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 of the State.

(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. 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.

SECTION 4.03. PAYMENT OF ATTORNEY'S 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 or any Taxing Entity 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 or such Taxing Entity, as the case may be, 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 4.04. REMEDIES; WAIVER AND NOTICE.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Taxing Entity 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 or any Taxing Entity 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) _____ or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Article VII of the Agency Lease.

(B) Extended Term. In the event that (1) 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 Taxing Entities, 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 Receiver of Taxes in amounts equal to those amounts which would be due from the Company to the respective Taxing Entities 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 Taxing Entities 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, 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) Notices Given by Taxing Entities. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Taxing Entity under Article II hereof shall be sufficiently given and shall be deemed given when given by the Taxing Entity in the same manner in which similar notices are given to owners of taxable properties by such Taxing Entity.

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

IF TO THE COMPANY:

OYA NYS Rte 12 LLC
700 Universe Boulevard
Juno Beach, Florida 33408
Attn:

WITH A COPY TO:

Hodgson Russ LLP
605 Third Ave, Suite 2300
New York, New York 10158
Attn: Daniel A. Spitzer, Esq.

IF TO THE AGENCY:

Jefferson County Industrial Development Agency
800 Starbuck Ave
Watertown, New York 13601
Attention: Donald Alexander, CEO
WITH A COPY TO:

Barclay Damon LLP
120 Washington Street, Suite 500
Watertown, New York 13601
Attn: Joseph W. Russell, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

IF TO THE AGENCY:

Jefferson County Industrial Development Agency
800 Starbuck Ave
Watertown, New York 13601
Attention: Donald Alexander, CEO
WITH A COPY TO:

Barclay Damon LLP
120 Washington Street, Suite 500
Watertown, New York 13601
Attn: Joseph W. Russell, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

(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 Taxing Entities.

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.

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.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY:_____
Donald C. Alexander, CEO

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

On the ___ day of _____ , before me, the undersigned, a notary public in and for said state, personally appeared **Donald C. Alexander** 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

OYA NYS RTE 12 LLC

By: _____
Name:
Title: Authorized Officer

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

On the ___ day of _____ before me, the undersigned, a notary public in and for said state, 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/she executed the same in his/her capacity, and that by his/her 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 LAND

Schedule 1

OYA Project - NYS Rt 12

Project Inputs in Yellow

Total Project MW AC	5
Project FMV	$ 4,470,000.00
Straight Line Depreciation Term	25
Generation Per Year KWH (From Appraisal	$ 10,950.00
PPA $/MWH (From Appraisal Report)	$ 83.70
NYSERDA Recommendation of 3%	$ 5,499.09

PILOT Inputs

Discount Rate	8%
PILOT Duration (Years)	15
Proposed PILOT $/MW	$ 5,499.09
Yearly Escalation %	2.0%
First Year Declining $/MW	$ 7,000.00

Project Size & FMV from Appraisal

Project	Project Size (MW) AC	FMV No Incentives
Site 1	5	$ 4,470,000.00
Site 2	0	$ -
Site 3	0	$ -
Site 4	0	$ -
Site 5	0	$ -
Total	5	$ 4,470,000.00

Tax Rates ($/1,000)

		Pro-Rata
Town of Orleans		
Orleans Special Districts	$ 1.25627	
T.I. Central School	$ 10.62770	0.593079
T.I Central (Library)	$ 0.18114	
County	$ 7.29183	0.406921
Total Tax Rate	$ 19.35694	

Pro-Rata Distribution First Year

PILOT First Year	$ 35,000.00
Pro-Rata	
Town of Orleans	$ -
Orleans Special Districts	$ 5,615.53
T.I. Central School	$ 20,757.77
T.I Central (Library)	$ 809.68
County	$ 14,242.23
Total Special Districts	$ 6,425.20
Total Orleans	$ 5,615.53
Total T.I. School	$ 21,567.45
Total County	$ 14,242.23
Grand Total	$ 41,425.20

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Depreciated Value (Straight Line)	$ 4,470,000.00	$ 4,291,200.00	$ 4,112,400.00	$ 3,933,600.00	$ 3,754,800.00	$ 3,576,000.00	$ 3,397,200.00	$ 3,218,400.00	$ 3,039,600.00	$ 2,860,800.00	$ 2,682,000.00	$ 2,503,200.00	$ 2,324,400.00	$ 2,145,600.00	$ 1,966,800.00
Total Yearly Declining Amount	$ 35,000.00	$ 33,404.50	$ 32,818.97	$ 32,233.35	$ 31,647.74	$ 31,062.13	$ 30,476.51	$ 29,890.90	$ 29,305.28	$ 28,719.67	$ 28,134.05	$ 27,548.44	$ 26,962.83	$ 26,377.21	$ 25,791.60
$/MW AC	$ 7,000.00	$ 6,680.92	$ 6,563.79	$ 6,446.67	$ 6,329.55	$ 6,212.43	$ 6,095.30	$ 5,978.18	$ 5,861.06	$ 5,743.93	$ 5,626.81	$ 5,509.69	$ 5,392.57	$ 5,275.44	$ 5,158.32
NPV	$263,830.84														
Full Taxation (Project Life)	$ 86,525.50	$ 83,064.48	$ 79,603.46	$ 76,142.44	$ 72,681.42	$ 69,220.40	$ 65,759.38	$ 62,298.36	$ 58,837.34	$ 55,376.32	$ 51,915.30	$ 48,454.28	$ 44,993.26	$ 41,532.24	$ 38,071.22
$/MW AC	$ 17,305.10	$ 16,612.90	$ 15,920.69	$ 15,228.49	$ 14,536.28	$ 13,844.08	$ 13,151.88	$ 12,459.67	$ 11,767.47	$ 11,075.26	$ 10,383.06	$ 9,690.86	$ 8,998.65	$ 8,306.45	$ 7,614.24
NPV	$574,879.96														
Tax Abatement	52%	52%	51%	50%	49%	48%	46%	45%	43%	41%	38%	36%	33%	29%	25%

Average Tax Abatement Over 15 Years 43%

Schedule 1

OYA Project - Blanchard Road 1

Project Inputs in Yellow	
Total Project MW AC	5
Project FMV	$ 4,470,000.00
Straight Line Depreciation Term	25
Generation Per Year KWH (From Appraisal	$ 10,950.00
PPA $/MWH (From Appraisal Report)	$ 83.70
NYSERDA Recommendation of 3%	$ 5,499.09

PILOT Inputs	
Discount Rate	6%
PILOT Duration (Years)	15
Proposed PILOT $/Mw	$ 5,499.09
Yearly Escalation %	2.0%
First Year Declining $/MW	$ 7,000.00

Project	Project Size (MW) AC	FMV No Incentives
Site 1	5	$ 4,470,000.00
Site 2	0	$ -
Site 3	0	$ -
Site 4	0	$ -
Site 5	0	$ -
Total	5	$ 4,470,000.00

Tax Rates ($/1,000)		Pro-Rata
Town of Orleans 3.56Mw		
Town of Orleans 1.44Mw		
Orleans Special Districts	$ 1.25627	
T.I. Central School 3.56Mw	$ 10.62770	0.593079
T.I Central (Library)	$ 0.18114	
County 3.56Mw	$ 7.29183	0.406921
Laf. Central School 1.44Mw	$ 9.07966	0.554600
County 1.44Mw	$ 7.29183	0.445398
Total Tax Rate	$ 35.72842	

Pro-Rata Distribution First Year		3.56Mw	1.44Mw
PILOT First Year	$ 35,000.00	$ 24,920.00	$ 10,080.00
Pro-Rata			
Town of Orleans 3.56Mw			
Town of Orleans 1.44Mw	$ -		
Orleans Special Districts	$ 5,615.53		
	$ -		
T.I. Central School 3.56Mw	$ 14,779.53		
T.I Central (Library)	$ 809.68		
County 3.56Mw	$ 10,140.47		
Laf. Central School 1.44Mw	$ 5,590.37		
County 1.44Mw	$ 4,489.61		
Total Orleans	$ 5,615.53		
Total T.I. School	$ 15,589.21		
Total Laf. School	$ 5,590.37		
Total County	$ 14,630.08		
Grand Total	$ 41,425.18		

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Depreciated Value (Straight Line)	$ 4,470,000.00	$ 4,291,200.00	$ 4,112,400.00	$ 3,933,600.00	$ 3,754,800.00	$ 3,576,000.00	$ 3,397,200.00	$ 3,218,400.00	$ 3,039,600.00	$ 2,860,800.00	$ 2,682,000.00	$ 2,503,200.00	$ 2,324,400.00	$ 2,145,600.00	$ 1,966,800.00
Total Yearly Declining Amount	$ 35,000.00	$ 33,404.58	$ 32,018.97	$ 32,233.35	$ 31,647.74	$ 31,062.13	$ 30,476.51	$ 29,890.90	$ 29,305.28	$ 28,719.67	$ 28,134.05	$ 27,548.44	$ 26,962.83	$ 26,377.21	$ 25,791.60
$/MW AC	$ 7,000.00	$ 6,680.92	$ 6,563.79	$ 6,446.67	$ 6,329.55	$ 6,212.43	$ 6,095.30	$ 5,978.18	$ 5,861.06	$ 5,743.93	$ 5,626.81	$ 5,509.69	$ 5,392.57	$ 5,275.44	$ 5,158.32
NPV	$263,830.84														
Full Taxation (Project Life)	$ 84,657.18	$ 81,270.89	$ 77,884.61	$ 74,498.32	$ 71,112.03	$ 67,725.74	$ 64,339.46	$ 60,953.17	$ 57,566.88	$ 54,180.60	$ 50,794.31	$ 47,408.02	$ 44,021.73	$ 40,635.45	$ 37,249.16
$/MW AC	$ 16,931.44	$ 16,254.18	$ 15,576.92	$ 14,899.66	$ 14,222.41	$ 13,545.15	$ 12,867.89	$ 12,190.63	$ 11,513.38	$ 10,836.12	$ 10,158.86	$ 9,481.60	$ 8,804.35	$ 8,127.09	$ 7,449.83
NPV	$562,466.72														
Tax Abatement	51%	52%	51%	49%	48%	47%	45%	44%	42%	40%	37%	35%	31%	28%	23%
Average Tax Abatement Over 15 Years	42%														

Schedule 1

OYA Project - Great Lakes Seaway

Project Inputs in Yellow

Total Project MW AC	5
Project FMV	$ 4,470,000.00
Straight Line Depreciation Term	25
Generation Per Year KWH (From Appraisal	$ 10,950.00
PPA $/MWH (From Appraisal Report)	$ 63.70
NYSERDA Recommendation of 3%	$ 5,499.09

PILOT Inputs

Discount Rate	6%
PILOT Duration (Years)	15
Proposed PILOT $/Mw	$ 5,499.00
Yearly Escalation %	2.0%
First Year Declining $/MW	$ 7,000.00

Project Size & FMV from Appraisal

Project	Project Size (MW) AC	FMV No Incentives
Site 1	5	$ 4,470,000.00
Site 2	0	$ -
Site 3	0	$ -
Site 4	0	$ -
Site 5	0	$ -
Total	5	$ 4,470,000.00

Tax Rates ($/1,000)

		Pro-Rata
Town of Clayton	$ 1.45443	0.075063
Clayton Special Districts	$ 0.84278	
T.I. Central School	$ 10.62770	0.548494
T.I Central (Library)	$ 0.18114	
County	$ 7.29403	0.376444
Total Tax Rate	$ 20.40008	

Pro-Rata Distribution First Year

PILOT First Year	$ 35,000.00
Pro-Rata	
Town of Clayton	$ 2,627.20
Clayton Special Districts	$ 3,767.23
	$ -
T.I. Central School	$ 19,197.28
T.I Central (Library)	$ 609.66
County	$ 13,175.52
Total Special Districts	$ 4,576.90
Total Clayton	$ 6,394.43
Total T.I. School	$ 20,006.95
Total County	$ 13,175.52
Grand Total	$ 39,576.90

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Depreciated Value (Straight Line)	$ 4,470,000.00	$ 4,291,200.00	$ 4,112,400.00	$ 3,933,600.00	$ 3,754,800.00	$ 3,576,000.00	$ 3,397,200.00	$ 3,218,400.00	$ 3,039,600.00	$ 2,860,800.00	$ 2,682,000.00	$ 2,503,200.00	$ 2,324,400.00	$ 2,145,600.00	$ 1,966,800.00
Total Yearly Declining Amount	$ 35,000.00	$ 33,404.58	$ 32,618.97	$ 32,233.35	$ 31,647.74	$ 31,062.13	$ 30,476.51	$ 29,890.90	$ 29,305.28	$ 28,719.67	$ 28,134.05	$ 27,548.44	$ 26,962.83	$ 26,377.21	$ 25,791.60
$/MW AC	$ 7,000.00	$ 6,680.92	$ 6,563.79	$ 6,446.67	$ 6,329.55	$ 6,212.43	$ 6,095.30	$ 5,978.18	$ 5,861.06	$ 5,743.93	$ 5,626.81	$ 5,509.69	$ 5,392.57	$ 5,275.44	$ 5,158.32
NPV	$263,830.84														
Full Taxation (Project Life)	$ 91,188.32	$ 83,064.48	$ 79,603.46	$ 76,142.44	$ 72,681.42	$ 69,220.40	$ 65,759.38	$ 62,298.36	$ 58,837.34	$ 55,376.32	$ 51,915.30	$ 48,454.28	$ 44,993.26	$ 41,532.24	$ 38,071.22
$/MW AC	$ 17,305.10	$ 16,612.90	$ 15,920.69	$ 15,228.49	$ 14,536.28	$ 13,844.08	$ 13,151.88	$ 12,459.67	$ 11,767.47	$ 11,075.26	$ 10,383.06	$ 9,690.86	$ 8,998.65	$ 8,306.45	$ 7,614.24
NPV	$574,079.66														
Tax Abatement	52%	52%	51%	50%	49%	48%	46%	45%	43%	41%	38%	36%	33%	29%	25%
Average Tax Abatement Over 15 Years	43%														

Schedule 1

OYA Project - Blanchard Road 2

Project Inputs in Yellow

Total Project MW AC	5
Project FMV	$ 4,470,000.00
Straight Line Depreciation Term	25
Generation Per Year KWH (From Appraisal	$ 10,950.00
PPA $/MWH (From Appraisal Report)	$ 83.70
NYSERDA Recommendation of 3%	$ 5,499.09

PILOT Inputs

Discount Rate	6%
PILOT Duration (Years)	15
Proposed PILOT $/Mw	$ 5,499.09
Yearly Escalation %	2.0%
First Year Declining $/MW	$ 7,000.00

Project Size & FMV from Appraisal

Project	Project Size (MW) AC	FMV No Incentives
Site 1	5	$ 4,470,000.00
Site 2	0	$ -
Site 3	0	$ -
Site 4	0	$ -
Site 5	0	$ -
Total	5	$ 4,470,000.00

Tax Rates ($/1,000)

		Pro-Rata
Town of Orleans		
Orleans Special Districts	$ 1.25627	
T.I. Central School	$ 10.62770	0.593070
T.I Central (Library)	$ 0.18114	
County	$ 7.29183	0.406921
Total Tax Rate	$ 19.35694	

Pro-Rata Distribution First Year

PILOT First Year	$ 35,000.00
Pro-Rata	
Town of Orleans	$ -
Orleans Special Districts	$ 5,615.53
	$ -
T.I. Central School	$ 20,757.77
T.I Central (Library)	$ 809.68
County	$ 14,242.23
Total Special Districts	$ 6,425.20
Total Orleans	$ 5,615.53
Total T.I. School	$ 21,567.45
Total County	$ 14,242.23
Grand Total	$ 41,425.20

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Depreciated Value (Straight Line)	$ 4,470,000.00	$ 4,291,200.00	$ 4,112,400.00	$ 3,933,600.00	$ 3,754,800.00	$ 3,576,000.00	$ 3,397,200.00	$ 3,218,400.00	$ 3,039,600.00	$ 2,860,800.00	$ 2,682,000.00	$ 2,503,200.00	$ 2,324,400.00	$ 2,145,600.00	$ 1,966,800.00
Total Yearly Declining Amount	$ 35,000.00	$ 33,404.58	$ 32,018.97	$ 32,233.35	$ 31,047.74	$ 31,062.13	$ 30,476.51	$ 29,890.90	$ 29,305.28	$ 28,719.67	$ 28,134.05	$ 27,548.44	$ 26,962.83	$ 26,377.21	$ 25,791.60
$/MW AC	$ 7,000.00	$ 6,680.92	$ 6,563.79	$ 6,446.67	$ 6,329.55	$ 6,212.43	$ 6,095.30	$ 5,978.18	$ 5,861.06	$ 5,743.93	$ 5,626.81	$ 5,509.69	$ 5,392.57	$ 5,275.44	$ 5,158.32
NPV	$203,830.84														
Full Taxation (Project Life)	$ 86,525.50	$ 83,064.40	$ 79,603.46	$ 76,142.44	$ 72,681.42	$ 69,220.40	$ 65,759.36	$ 62,298.36	$ 58,837.34	$ 55,376.32	$ 51,915.30	$ 48,454.28	$ 44,993.26	$ 41,532.24	$ 38,071.22
$/MW AC	$ 17,305.10	$ 16,612.90	$ 15,920.69	$ 15,228.49	$ 14,536.28	$ 13,844.08	$ 13,151.86	$ 12,459.67	$ 11,767.47	$ 11,075.26	$ 10,383.06	$ 9,690.86	$ 8,998.65	$ 8,306.45	$ 7,614.24
NPV	$574,879.96														
Tax Abatement	52%	52%	51%	50%	49%	48%	46%	45%	43%	41%	38%	36%	33%	29%	25%
Average Tax Abatement Over 15 Years	43%														