

LEASEBACK AGREEMENT

(Agency to Company)

This Leaseback Agreement, dated as of the 19th day of August, 2019 (the "Leaseback" or "Leaseback Agreement"), is made by and between the COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation existing under the laws of the State of New York, having its principal office at 7642 North State Street, Lowville, New York 13367, (the "Agency"), and Solitude Solar LLC d/b/a U.S. Light Energy, a business corporation duly created and validly existing under the laws of the State of New York, with a business address of 830 Loudon Road, Latham, NY 12110 (the "Company").

WITNESSETH:

WHEREAS, Title I of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 1030 of the Laws of 1969 of New York State (the "Enabling Act"); 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 cities in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip, and dispose of land and any building or other improvements, 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 of New York and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its properties, to mortgage and pledge any and all of its properties, whether then owned or thereafter acquired, and to pledge the revenues and receipts from the lease or sale thereof; and

WHEREAS, the Agency, by resolution adopted on May 2, 2019, (the "Resolution"), resolved to undertake the Project as defined below; and

WHEREAS, the Company wishes to acquire, construct (the "Construction"), furnish and equip (the "Equipment") upon a portion of a parcel of real property owned by Steven J. Gallagher and Sue Ann Gallagher consisting of approximately 39.53 acres leased by the Company and located at 11057 NYS Route 26 in the Town of Denmark, Lewis County, New York (currently designated as part of Town of Denmark tax parcel number 083.00-01-23.000) (the "Land") a 5-megawatt AC photo-voltaic community solar project to be a Community Distributed Generation Facility providing renewable power in the form of renewable energy bill credits to subscribing members (hereinafter called the "Project Facility"); and

WHEREAS, the Agency has determined to assist the Company's acquisition, construction and installation of the Project Facility by (1) accepting a leasehold interest in the Land and the

Project Facility pursuant to the Lease Agreement between the Agency and the Company dated as of the date hereof (the "Lease"); (2) appointing the Company as its agent to acquire the materials for and complete the Construction of the Project Facility, and acquire and install the Equipment; and

WHEREAS, the Agency proposes to lease the Project Facility to the Company, and the Company proposes to lease the Project Facility from the Agency, for a term commencing on the date of this Agreement and terminating on February 1, 2044, pursuant to the terms and conditions herein set forth; and

WHEREAS, all things necessary to constitute the Leaseback 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 the Leaseback Agreement has, in all respects, been duly authorized;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto hereby formally consent, agree, and bind themselves as follows, to wit:

ARTICLE I

Premises leased; Term; Consents; Miscellaneous; Guarantee; Definitions

1.1 Premises leased.

The Agency hereby leases to the Company all of the premises more particularly described in Exhibit "A" hereto annexed and made a part hereof, consisting of the Land and the Project Facility to be located upon said Land, together with any improvements thereto, including, but not limited to, the Project Facility and the Equipment.

1.2 Term.

The term of this Leaseback shall commence upon the date of execution hereof and terminate at 11:59 p.m. on February 1, 2044.

1.3 Guarantee.

Each of the Agency and the Company guarantees that it will perform each and every obligation required to be performed by it pursuant to the terms of the Leaseback and shall further perform all of its obligations under and pursuant to this Leaseback.

1.4 Definitions.

The following words and terms as used in this Leaseback Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Agency" means (A) the County of Lewis Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or political subdivision resulting from or surviving any consolidation or merger to which the County of Lewis Industrial Development Agency or its successors or assigns may be a party.

"Business Day" means any day except (a) a Saturday or Sunday, (b) a day on which the New York State Stock Exchange is closed or (c) a day on which the commercial banks in New York, New York or Lowville, New York are authorized by law to close.

"Closing Date" means the date on which the Lease, Leaseback, PILOT Agreement, and related documents have been executed and delivered by the parties.

"Company" means a New York limited liability company duly created and validly existing under the laws of the State, and its successors and permitted assigns.

"Company Representative" means a person at the time designated to act on behalf of the Company by a written certificate furnished to the Agency containing the person's specimen signature and signed on behalf of the Company by any of its officers. The certificates may designate an alternate or alternates. A Company Representative may be an employee of the Company or the Agency.

"Condemnation" means the taking of title to, or the use of the Project Facility under the exercise of the power of eminent domain by any Governmental Authority.

"Default Rate" means the interest rate of two percent (2%) per month or the highest rate permitted by law, whichever is lower.

"Enabling Act" means Title 1 of Article 18-A of the General Municipal Law of the State enacted into law as Chapter 1030 of the Laws of 1969 of the State, as amended from time to time, together with Chapter 535 of the Laws of 1971 of the State.

"Equipment" means all materials, machinery, equipment, fixtures and furnishings intended to be used in connection with the Project Facility, including any after-acquired property and any and all replacements thereof or additions thereto.

"Event of Default" is defined in Section 10.1 of this Leaseback Agreement.

"Facility" means the solar energy generation project to be constructed and equipped on the Land and all those buildings, improvements, structures and other related facilities affixed to or attached to the Land.

"Governmental Authority" means the United States, the State, and other state and any political subdivision thereto, and any agency, department, commission, board, bureau or instrumentality of any of them.

"Land" means the parcel of land consisting of approximately 39.53 acres located at 11057 NYS Route 26 in the Town of Denmark, Lewis County, New York (currently designated as part of Town of Denmark tax parcel number 083.00-01-23.000), as more particularly described in Exhibit "A" attached to this Leaseback Agreement.

"Lease" means the Lease Agreement by and between the Agency and the Company, as the same may be supplemented or amended from time to time.

"Leaseback" or "Leaseback Agreement" means this Leaseback by and between the Agency and the Company, as the same may be supplemented or amended from time to time.

"Leaseback Documents" means the Lease, this Leaseback Agreement, and the PILOT Agreement.

"Lien" means any interest in property securing an obligation owed to a Person, whether such interest is based on the common law statute or contract, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt of lease, consignment or bailment for security purposes. The term "Lien" includes reservation, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including, but not limited to, mechanics', materialmens', warehousemens', and carriers' Liens and other similar encumbrances effecting real property.

"Person" means an individual, a partnership, a corporation, an association, a joint stock Company, a trust, any unincorporated organization, a governmental body or a political subdivision, a Governmental Authority or any other group or organization of individuals.

"PILOT Agreement" means the Payment in Lieu of Tax Agreement to be entered into between the Company and the Agency as of the Closing Date.

"Project Facility" means the Land, the Facility and the Equipment.

"Recapture Policy" means the County of Lewis Industrial Development Agency Economic Incentive Recapture Policy (Exhibit "B").

"Resolution" means the resolution of the Agency adopted May 2, 2019, authorizing the Agency, among other things, to Lease the Facility and deliver the Leaseback Documents to which the Agency is a party.

"State" means the State of New York.

"Taxing Entities" means the Town of Denmark, County of Lewis and Carthage Central School District.

ARTICLE II

Representations and Covenants

2.1 Representations and Covenants of the Agency.

The Agency makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Agency is duly established and existing under the provisions of the Act, has the power and authority to enter into the Leaseback and to carry out its obligations hereunder. Based upon the representations of the Company as to the utilization of the Project Facility, the Project Facility will constitute a "Project," as such quoted term is defined in the Act. The Agency

has been duly authorized to execute, deliver and perform the Leaseback Documents to which it is a party.

(b) Neither the execution and delivery of this Leaseback, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions of the other Leaseback Documents by the Agency will conflict with or result in a breach by the Agency of any of the terms, conditions or provisions of the Enabling Act, the By-Laws of the Agency, or any order, judgment, restriction, agreement, or instrument to which the Agency is a party or by which it is bound or will constitute a default by the Agency under any of the foregoing.

(c) The Agency will lease the Project Facility to the Company pursuant to this Leaseback, all for the purpose of advancing the job opportunities, health, general prosperity, and economic welfare of the people of Lewis County, State of New York.

(d) The Agency, to the extent of its interest therein, shall not sell, assign, transfer, encumber, or pledge as security the Project Facility or any part thereof and shall maintain the Project Facility free and clear of all liens and encumbrances, except as specifically authorized by the Company in writing in connection with any financing of the Project Facility approved by the Agency.

(e) By Resolution adopted on May 2, 2019, the Agency determined that based upon the review of the materials submitted and representations made by the Company related to the Project Facility, the acquisition, construction and equipping of the Facility would not have a "significant impact" on the environment within the meaning of such quoted term under SEQRA.

2.2 Representations and Covenants of the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized and existing under the laws of the State of New York, is duly authorized to do business in the State of New York, has the power to enter into the Lease and the other Leaseback Documents to which it is a party and to carry out its obligations hereunder and thereunder, and has duly authorized the execution, delivery and performance of this Leaseback Agreement and the other Leaseback Documents.

(b) The Leaseback Documents to which the Company is a party constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Company, enforceable in accordance with their respective terms.

(c) The Company will diligently cause the construction of the improvements to the Facility and the acquisition and installation of the Equipment, for the purposes of promoting the prosperity and general welfare of all citizens of the State.

(d) Neither the execution or delivery of the Leaseback Documents to which the Company is a party, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions thereof will:

(1) Result in a breach of, or conflict with any term or provision in, the Company's Articles of Organization.

(2) Require consent under (which has not been theretofore received) or result in a breach of or default under any credit agreement, indenture, purchase agreement, mortgage, deed of trust, commitment, guaranty, or other agreement or instrument to which the Company is a party or by which it or any of the Project Facility may be bound or affected; or

(3) To the best of the Company's knowledge, conflict with or violate any existing law, rule, regulation, order, writ, injunction, or decree of any Governmental Authority or court (domestic or foreign) having jurisdiction over the Company or any of the property of the Company.

(e) The Lease of the Project Facility by the Agency and the Leaseback thereof by the Agency to the Company:

(1) Has been an important consideration in the Company's decision to acquire, construct, and equip the Project Facility in the Town of Denmark; and

(2) To the best of the Company's knowledge, will not result in the removal of an industrial or manufacturing plant or commercial activity of any Project Facility occupant, other than the Company, from one area of the State to another area of the State, or in the abandonment of one or more plants or facilities of any user, occupant, or proposed user or occupant of the Project Facility, other than the Company, located within the State.

(f) So long as the Agency holds a leasehold interest in the Project Facility, the Project Facility is and will continue to be a "Project" (as such quoted term is defined in the Enabling Act), and the Company will not take any action (or omit to take any action required by the Leaseback Documents or which the Agency, together with the Agency's counsel, advise the Company in writing should be taken), or allow any action to be taken, which action (or omission) would in any way cause the Project Facility not to constitute a "Project" (as such quoted term is defined in the Enabling Act).

(g) The Company shall cause all notices as required by law to be given and shall comply or cause compliance with all laws, ordinances, municipal rules, and regulations and requirements of all Governmental Authorities applying to or affecting the conduct of work on the Project Facility (the applicability of such laws, ordinances, rules and regulations to be determined both as if the Agency were the owner of the Project Facility and as if the Company, and not the Agency, were the owner of the Project Facility), and the Company will defend and save the Agency and its officers, members, agents (other than the Company), and employees harmless from all fines and penalties due to failure to comply therewith.

(h) The acquisition, construction and installation of the Project Facility will not have a significant impact on the environment within the meaning of the SEQRA.

(i) The Project Facility and the operation thereof will comply with all applicable building, zoning, environmental, planning, and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, the applicability of such being determined both as if the Agency were the owner of the Project Facility and as if the Company, and not the Agency, were the owner of the Project Facility.

(j) The Company will not lease the whole or any portion of the Project Facility for any unlawful purpose.

(k) No part of the Project Facility will be located outside of the Town of Denmark, New York.

(l) The Company shall comply with the requirements of Section 858-b of the General Municipal Law and cooperate with the Agency in providing the information which it must submit to New York State each year in connection with the Project pursuant to Section 859 of the General Municipal Law.

(m) The Company agrees to be bound by the terms of the County of Lewis Industrial Development Agency Economic Incentive Recapture Policy attached hereto and made a part hereof, entitled Exhibit "B," insofar as it relates to the Project.

2.3 Unassigned Rights: means (A) the rights of the Agency granted pursuant to Sections 2.2(g), 5.3, 6.6 (with respect to amounts due prior to termination), 8.2, 10.2, 10.4, and 11.9 of the Leaseback Agreement, (B) the monies due to the Agency for its own account or to the members, officers, agents (other than the Company) and employees of the Agency for their own account pursuant to Sections 5.3 (with respect to amounts due prior to termination), 6.6 (with respect to amounts due prior to termination), 8.2, 10.2 and 10.4 of the Leaseback Agreement, or in payment of the Agency's administrative fee, and (C) the right to enforce the foregoing pursuant to Article X of the Leaseback Agreement.

ARTICLE III

Conveyance of Project Facility

3.1 Agreement to Convey Project Facility to Agency.

The Company will Lease to the Agency, pursuant to a certain Lease Agreement dated concurrently herewith (the "Lease"), the Project Facility. The Company hereby represents and warrants that the leasehold in the Project Facility shall be free and clear of all Liens except for Permitted Encumbrances. Permitted Encumbrances are defined as follows:

Permitted Encumbrances means: (a) utility, access and other easements and rights of way, and restrictions, encroachments and exceptions, and any other encumbrances, restrictions, or Liens incurred in the ordinary course of business, in each case that do not materially impair the ability of the Project Facility to be constructed and operated for the purposes for which it was intended, subject to the approval of the Agency in instances where the Agency will be required to execute documents related to the encumbrances, and with no further approval by the Agency in all other instances; and (b) any Lien on the Project Facility or any other asset, right, or interest associated with the Project Facility granted to any Financing Party with the consent of the Agency.

3.2 Use of Project Facility.

The Company shall be entitled to use the Project Facility in any manner not otherwise prohibited by the Leaseback Documents, provided that such use causes the Project Facility to qualify or continue to qualify as a "Project" under the Enabling Act.

ARTICLE IV

Acquisition and Construction of the Project Facility; Financing Party Provisions

4.1 Construction and Operation of the Project Facility.

(a) The Company shall promptly act on behalf of the Agency and itself and complete the Project Facility.

(b) The Agency hereby appoints the Company its true and lawful agent to perform in compliance with the terms, purposes, and intent of the Leaseback Documents, and the Company hereby accepts such agency:

(1) To acquire, construct and equip the Project Facility;

(2) To make, execute, acknowledge, and deliver any contracts, orders, receipts, writings, and instructions with any other Persons and, in general, to do all things which may be requisite or proper, all for the construction and installation of the Project Facility with the same powers and with the same validity as the Agency could do if acting on its own behalf, provided that the Agency shall have no liability for the payment of any sums due thereunder;

(3) To pay all fees, costs and expenses incurred in the acquisition, construction and installation of the Project Facility from funds made available therefor from the funds of the Company; and

(4) To ask, demand, sue for, levy, recover, and receive all such sums of money, debts, dues, and other demands whatsoever which may be due, owing, and payable to the Agency under the terms of any contract, order, receipt, or writing in connection with the acquisition and construction of the Project Facility and to enforce the provisions of any contract, agreement, obligations, bond, or other performance security.

(c) reserved

(d) The Agency shall enter into, and accept the assignment of, such contracts as the Company may request in order to effectuate the purposes of this Section 4.1, provided, however, that the Agency shall have no liability for the payment of any sums due.

(e) All permits and license necessary for the prosecution of work on the Project Facility shall be procured promptly by the Company.

(f) reserved

4.2 reserved

4.3 Completion of the Facility.

(a) The Company will proceed or has proceeded with due diligence to construct and equip the Project Facility. At the Agency's request, completion of the construction and equipping of the Project Facility shall be evidenced by a certificate signed by an Authorized Representative of the Company and delivered to the Agency stating:

- (1) The date of such completion;
- (2) That all services, materials and supplies used therefor and all costs and expenses in connection therewith have been paid;
- (3) That the construction of the Project Facility and the acquisition and installation of the Equipment have been completed in accordance with any applicable plans and specifications, with the exception of ordinary punch list items and work awaiting seasonal opportunity;
- (4) That the Project Facility is subject to the Leaseback Agreement and the Lease;
- (5) That the Project Facility is ready for use and operation for its intended purposes.

(b) Notwithstanding the foregoing, such certificate may state that (1) it is given without prejudice to any rights of the Company against third parties which exist at the date of such certificate or which may subsequently come into being; (2) it is given only for the purposes of this Section 4.3; and (3) no Person other than the Agency may benefit therefrom or rely thereon.

(c) Such certificates shall be accompanied by (1) any and all permissions, licenses or consents required of Governmental Authorities for the operation and use of the Project Facility for its intended purposes; and (2) Lien releases from the contractors and any subcontractors.

4.4 Remedies to be Pursued Against Contractors, Subcontractors, Materialmen, and their Sureties. In the event of a default by any contractor, subcontractor or materialman under any contract made by them in connection with construction of the Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, the Company may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety which the Company deems reasonably necessary, and, in such event, the Agency hereby agrees, at the Company's sole cost and expense, to cooperate fully with the Company and to take all action necessary to effect a substitution of the Company for the Agency in any such action or proceeding if necessary. The Company shall advise the Agency of any actions or proceedings taken hereunder.

4.5 reserved

ARTICLE V

Agreement to Lease Project Facility; Term; Payments; Rights and Obligations

5.1 Agreement to Lease Project Facility.

In consideration of the Company's covenant herein to make all payments required hereby, the Agency hereby leases back to the Company, and the Company hereby accepts such lease back from the Agency, all rights in the Project Facility acquired by the Agency pursuant to the Lease, subject only to the terms of this Leaseback.

5.2 Term; Early Termination.

(a) The term of this Leaseback Agreement shall end on the earliest of (i) the termination of the Lease, (ii) upon written notice thereof by the Company at any time, or (iv) termination by the Agency upon an Event of Default as set forth in Article X.

(b) reserved

5.3 Leaseback Payments and Other Amounts Payable.

(a) The Company shall pay to the Agency for the use of the Project Facility, rent of \$1.00 per annum. The Company and the Agency agree that the Company's rent obligation hereunder will be offset by the Agency's obligation to pay rent under the Lease.

(b) In addition, the Company shall pay additional payments as follows:

(1) reserved

(2) In addition to making timely payment of all amounts due and payable pursuant to the PILOT Agreement, within thirty (30) days after receipt of a demand therefor from the Agency, the Company shall pay to the Agency the actual, reasonable attorney's fees incurred in connection with any request made by the Company with respect to the Facility.

(c) In the event the Company shall fail to make any payment required by Section 5.3(b)(2) hereof, the Company shall pay the same together with interest thereon at the Default Rate from the date on which such payment was due until the date on which such payment is made.

5.4 reserved

5.5 reserved

5.6 reserved

ARTICLE VI

Maintenance, Modifications, Taxes, and Insurance

6.1 Maintenance and Modification of Project Facility. The Company shall:

(a) Use commercially reasonable efforts to keep the Project Facility in good condition and repair and preserve the same against waste, loss, damage and depreciation, ordinary wear and tear excepted;

(b) reserved; and

(c) Operate the Project Facility in a manner as to constitute a "Project" under the Enabling Act.

(d) The Company from time to time may make any additions, modifications or improvements to the Facility which it may deem desirable so long as the Facility remains a "Project" under the Act and the provisions of the State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law of the State) are complied with and any such addition, modification or improvements shall become a part of the Facility.

6.2 Taxes, Assessments, and Utility Charges.

(a) The Company shall pay, or cause to be paid, as the same respectively become due:

(1) Subject to the PILOT Agreement, all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project Facility;

(2) All utility or other charges, including "service charges," incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Project Facility, the nonpayment or which would create, or entitle the obligee to impose, a Lien on the Project Facility;

(3) All assessments and charges of any kind whatsoever lawfully made by any Governmental Agency for public improvements; and

(4) All payments in lieu of taxes, if any, required to be made to the Agency under the terms of the PILOT Agreement.

(b) Notwithstanding the foregoing, the Company may in good faith actively contest any such taxes, assessments and other charges, provided that (1) the Company shall have first notified the Agency of such contest; and (2) the Company shall have set aside adequate reserves for any such taxes, assessments, and other charges. If the Company demonstrated to the reasonable satisfaction of the Agency, and certified to the Agency by delivery of a written certificate, that the nonpayment of any such items will not subject the Project Facility, or any part thereof, to loss or forfeiture, the Company may permit the taxes, assessments and other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. Otherwise, such taxes, assessments or charges shall be paid promptly by the Company or secured by the Company's posting a bond in form and substance satisfactory to the Agency.

6.3 Insurance Required.

The Company shall at all times maintain insurance with respect to the Project Facility against such risks and for such amounts as are customarily insured against by businesses of like size and type, paying (as the same becomes due and payable) all premiums in respect thereto, including, but not necessarily limited to:

(a) Property insurance covering such perils and in such amount as is consistent with standard industry practice and the requirements of the Company's Financing Parties, if any;

(b) Workers' Compensation Insurance, disability benefits' insurance, and each other form of insurance which the Company is required by law to provide covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project Facility. (This coverage shall be in effect from and after the Completion Date or on such earlier date as any employees of the Company first occupy the Facility); and

(c) Commercial general liability insurance written on an occurrence basis, including blanket contractual liability and coverage for personal injury, including injury or death, or damage to the property of others caused by an accident or occurrence with a limit of liability of not less than \$1,000,000.00 for personal injury, including bodily injury or death, and property damage resulting from any one occurrence, and with an aggregate limit of not less than \$2,000,000.00, protecting the Agency (as additional insured) and the Company against any loss or liability or damage for personal injury or property damage.

6.4 Additional Provisions Respecting Insurance.

All insurance required by Section 6.3 hereof shall be procured and maintained with financially sound and generally recognized insurance companies authorized to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall name the Agency as additional insured and shall provide for at least thirty (30) days written notice to the Agency prior to cancellation, provided such feature is available on commercially reasonable terms. The general liability insurance required hereunder shall be in form, content, and coverage satisfactory to the Agency. The Company shall deliver to the Agency, on or before the first business day of each year, a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance in the amount and of the types required by Section 6.3. At least thirty (30) days prior to the expiration of any such policy, the Company shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by the Leaseback Agreement.

All premiums with respect to the insurance required by Section 6.3 shall be paid by the Company, provided, however, that, if the premiums for the Company's general liability coverage are not timely paid, the Agency may, ten (10) days after providing written notice thereof if the

Company has not paid on or before such date, pay such premiums and the Company shall pay immediately upon demand all sums so expended by the Agency, together with interest thereon at the Default Rate from the date payment is made by the Agency to the date reimbursement is made by the Company.

6.5 reserved

6.6 Payments in Lieu of Taxes.

(a) It is recognized that under the provisions of the Act the Agency is required to pay no general real property taxes (other than special assessments and ad valorem levies) upon any of the property acquired by it or under its jurisdiction or control or supervision or upon its activities. The Company and the Agency agree that the Company and any subsequent user of the Facility under the Leaseback Agreement, shall be required to make or cause to be made payments in lieu of such general real property taxes to the Taxing Entities in such amounts as the Agency and the Company have agreed upon pursuant to the provisions of the PILOT Agreement, a copy of which is on file at the Agency's office.

(b) In the event that (i) the Facility would otherwise be subject to real property taxation but shall be deemed exempt from real property taxation due to the involvement of the Agency therewith and (ii) the PILOT Agreement shall not have been entered into by the Agency and the Company, or if entered into, the PILOT Agreement shall for any reason no longer be in effect, the Agency and the Company hereby agree that the Company, or any subsequent user of the Facility under this Leaseback Agreement, shall in such event and for so long as such conditions apply be required to make or cause to be made payments in lieu of taxes to the Taxing Entities in such amounts as would result from taxes being levied on the Facility by the Taxing Entities if the Facility were privately owned by the Company and not deemed under the jurisdiction, control or supervision of the Agency, but with appropriate reductions similar to the tax exemptions and credits, if any, which would be afforded to the Company as the owner of the Facility. It is agreed that the Agency, in cooperation with the Company and if applicable, (A) shall cause the Facility to be valued for purposes of determining the amounts due under this section (b) by the appropriate officer or officers of any of the Taxing Entities as may from time to time be charged with responsibility for making such evaluations, (B) shall cause to be appropriately applied to the valuation or valuations so determined the respective tax rate or rates of the Taxing Entities that would be applicable to the Facility if so privately owned, (C) in the event (i) and (ii) above shall apply, shall cause the appropriate officer or officers of the Taxing Entities charged with the duty of levying and collecting such taxes to submit to the Company, when the respective levies are made for purposes of such taxes upon Property privately owned as aforesaid, statements specifying the amounts and due dates of such taxes which the Taxing Entities would receive if such property were so privately owned by the Company and not deemed under the jurisdiction, control or supervision of the Agency, and (D) shall file with the appropriate officer or officers any accounts or tax returns furnished to the Agency by the Company for the purpose of such filing.

(c) The Company shall pay or cause to be paid to the Taxing Entities when due all such payments in lieu of taxes with respect to the Facility required by Section 6.6(b) of this

Leaseback Agreement to be paid to the Taxing Entities, subject in each case to the Company's right to (i) contest valuations of the Facility made for the purpose of determining such payments therefrom, and (ii) seek to obtain a refund of any such payments made. In the event the Company shall fail to make or cause to be made any such payments in lieu of taxes, the amount or amounts so in default shall continue as an obligation of the Company until fully paid, and the Company hereby agrees to pay or cause to be paid the same, together with interest and penalties thereon, at the same rate per annum as if such amounts were delinquent taxes.

6.7 reserved

ARTICLE VII

Damage, Destruction and Condemnation

7.1 Damage or Destruction

(a) If the Project Facility shall be damaged or destroyed, in whole or in part:

(1) neither the Agency nor the Company shall have any obligation to replace, repair, rebuild or restore the Project Facility;

(2) there shall be no abatement or reduction in the amounts payable by the Company under the Leaseback Agreement unless the Company exercises its right to Early Termination (Section 5.2 above);

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

(4) The Company will have exclusive rights with respect to all insurance proceeds received in connection with such damage, subject to the payment to the Agency of all accrued and unpaid amounts due to the Agency pursuant to the Leaseback Documents.

7.2 Condemnation.

(a) If title to, or the use of, the Project Facility or any portion thereof shall be taken by Condemnation;

(1) neither the Agency nor the Company shall have any obligation to restore the Project Facility;

(2) There shall be no abatement or reduction in the amounts payable by the Company under the Leaseback Agreement unless the Company exercises its right to Early Termination (Section 5.2 above);

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

(4) The Company will have exclusive rights with respect to any compensation paid in connection with any such Condemnation; and

(5) The Company shall have sole control of any Condemnation proceedings with respect to the Project Facility or any part thereof and may negotiate the settlement of any such proceeding, subject to payment to the Agency of all accrued and unpaid amounts due to the Agency pursuant to the Leaseback Documents.

7.3 Additions to the Project Facility.

All replacements, repairs, rebuilding or restoration made pursuant to Sections 7.1 and 7.2 hereof, whether or not requiring the expenditure of the Company's own moneys, shall automatically become part of the Project Facility as if the same were specifically described herein.

ARTICLE VIII

Special Covenants

8.1 No Warranty of Condition or Suitability by the Agency; Acceptance "as is."

The Agency makes no warranty, either express or implied, as to the condition, title, design, operation, merchantability, or fitness of the Project Facility or any part thereof for the Company's purposes or needs. No warranty of fitness for a particular purpose or merchantability is made. In the event of any defect or deficiency of any nature, whether patent or latent, the Agency shall have no responsibility or liability with respect thereto.

8.2 Hold Harmless Provisions.

(a) The Company hereby releases the Agency and its members, officers, agents (other than the Company), and employees from, agrees that the Agency and its members, officers, agents (other than the Company), and employees shall not be liable for, and agrees to indemnify, defend, and hold the Agency and its members, officers, agents (other than the Company), and employees harmless from and against any and all claims arising as a result of the Agency's performance of its obligations with respect to the Project Facility pursuant to the Leaseback Documents, including, but not limited to:

(1) Liability for loss or damage to the Project Facility or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project Facility, or arising by reason of or in connection with the occupation or the use thereof, or the presence on, in, or about the Project Facility;

(2) Liability arising from or expense incurred by the Agency's acquiring, rehabilitating, installing, or leasing of the Project Facility, including, without limiting the generality of the foregoing, all liabilities or claims arising as a result of the Agency's obligations under the Leaseback Documents;

(3) All claims arising from the exercise by the Company of the authority conferred upon it by subsection 4.1(a) hereof; and

(4) All causes of action and attorney's fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of the Agency are not incurred or do not result from the willful misconduct or gross negligence of the Agency or any of its members, officers, agents (other than the Company), or employees.

The foregoing indemnities shall apply notwithstanding the fault or negligence (other than gross negligence or willful misconduct) on the part of the Agency or any of its officers, members, agents (other than the Company), servants or employees and irrespective of any breach of statutory obligation or any rule of comparative or apportioned liability.

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

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

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

8.3 Right of Access to Project Facility.

The Company agrees that the Agency and its duly-authorized agents shall have the right upon not less than thirty (30) days written notice to enter upon and to examine and inspect the Project Facility. Any such inspection shall be conducted in the presence of a Company representative, unless the Company fails to respond to the Agency's notice within thirty days, and the Agency will at all times comply with the Company's safety and security policies and will not damage, interrupt or interfere with the operation of the Facility.

8.4 Maintenance of Existence.

The Company will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another legal entity or permit one or more legal entities to consolidate with or merge into it, except as otherwise provided in the Leaseback Documents, without prior written consent of the Agency.

8.5 Agreement to Provide Information.

The Company agrees, within thirty (30) days after receipt of a written request from the Agency, to provide and certify, or cause to be certified, such information concerning the Company,

its finances, and other topics as the Agency from time to time reasonably considers necessary to enable the Agency to make any reports required by law or governmental regulation.

8.6 Books of Record and Account; Financial Statements.

The Company agrees to maintain proper accounts, records and books, in which full and correct entries shall be made in accordance with accounting principles, generally acceptable for accrual basis taxpayers, of all business and affairs of the Company.

8.7 Compliance with Orders, Ordinances, Etc.

(a) The Company agrees that it will materially comply with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities which now or at any time hereafter affect the Company's obligations hereunder or are applicable to the Project Facility, or any part thereof, or to the use, manner of use, or condition of the Project Facility, or any part thereof.

(b) Notwithstanding the provisions of subsection 8.7(a), the Company may, in good faith, actively contest the validity or the applicability of any requirement of the nature referred to in said subsection 8.7(a). The Company shall notify the Agency of such contest. In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Agency shall notify the Company that the Agency or its members, officers, agents, or employees may be liable for prosecution for failure to comply therewith, in which event the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

8.8 Liens and Encumbrances.

(a) The Company agrees not to create, or suffer to be created, any Lien, except for Permitted Encumbrances, on the Project Facility, or any part thereof, to the extent subject to the leasehold interest of the Company. The Company shall notify the Agency of any Permitted Encumbrances created, or suffered to be created, on the Project Facility simultaneously therewith.

8.9 *reserved*

8.10 *reserved*

ARTICLE IX

Assignment: Merger of Agency

9.1 Assignment of Leaseback Agreement.

The Leaseback Agreement may not be assigned by the Company, in whole or in part, without the prior written consent of the Agency, which consent shall not be unreasonably withheld.

9.2 reserved

9.3 Merger of Agency.

(a) Nothing contained in the Leaseback Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to any other public benefit corporation of the State, or political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder (including without limitation with respect to abatement of taxes), provided that upon such consolidation, merger, or assignment, the due and punctual performance and observance of all the agreements and conditions of the Leaseback Documents to which the Agency is a party to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

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

9.4 Sale or Lease of Project Facility.

(a) During the term of this Leaseback Agreement, the Company may not sell, lease, transfer, convey, or otherwise dispose of the Project Facility, or any part thereof, except in accordance with the Leaseback Documents or as may result from the creation of Permitted Encumbrances, without the prior written consent of the Agency which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Company may lease all or portions of the Project Facility in the course of its business, provided that (1) no lease shall relieve the Company from primary liability for any of its obligations hereunder; (2) the assignee or sublessee shall assume the obligations of the Company hereunder to the extent of the interest assigned or subleased (3) the Company shall, within ten days after execution of the lease, furnish a copy of the lease to the Agency; and (4) the Project Facility shall continue to constitute a "project" as such quoted term is defined in the Act.

ARTICLE X

Events of Default and Remedies

10.1 Events of Default Defined.

(a) The following shall be "Events of Default" under the Leaseback Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in the Leaseback Agreement, any one or more of the following events:

(1) A default by the Company in the due and punctual payment of the amounts specified to be paid pursuant to subsection 5.3(a) hereof and the continuation thereof for ten (10) days after written notice;

(2) A default by the Company in the due and punctual payment of all amounts due

pursuant to the PILOT Agreement and continuation thereof for ten (10) days after written notice;

(3) A default in the performance or the observance of any other of the covenants, conditions, or agreements on the part of the Company in the Leaseback and the continuance thereof for a period of thirty (30) days after written notice is given by the Agency to the Company or, if such covenant, condition or agreement is capable of cure but cannot reasonably be cured within such thirty-day period, the failure of the Company to commence to cure within such thirty-day period and to prosecute the same with due diligence thereafter to cure the same within sixty (60) days;

(4) reserved

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

(b) Notwithstanding the provisions of Section 10.1(a) hereof, if by reason of force majeure (as hereinafter defined) either party hereto shall be unable in whole or part to carry out its obligations under the Leaseback Agreement, and if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event, the obligations under the Leaseback Agreement of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuation of the inability. The suspension of such obligations for such period pursuant to this subsection (b) shall not be deemed an Event of Default under this Section 10.1. Notwithstanding anything to the contrary in this subsection (b), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Company to make the payments required by Sections 5.3 and 6.6 hereof, to obtain and continue in full force and effect the insurance required by Sections 6.3 and

6.4 hereof, to provide the indemnity required by Sections 8.2 hereof and to comply with the provisions of Sections 2.2(a), 2.2(b), 2.2(d), 2.2(t), 2.2(k), 2.2(n), 6.6, 8.2, 8.4, and 8.5 hereof. The term "force majeure" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders of any kind of any Governmental Authority or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, partial or entire failure of utilities, or any other similar cause or event not reasonably within the control of the party claiming such inability. It is agreed that the settlement of strikes, and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout or other industrial disturbances by acceding to the demands of the opposing party or parties.

10.2 Remedies on Default.

(a) Whenever any Event of Default shall have occurred and be continuing, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) At the option of the Agency in its sole discretion, terminate this Leaseback Agreement and the Lease, and upon such termination, the Company shall pay all amounts due under the Leaseback Documents prior to such termination, and all right, title, and interest in the Project Facility will revert to the Company; and the Company hereby appoints the Agency its attorney-in-fact to execute and record all documents necessary to give effect to such termination and reversion of rights to the Company, such appointment being coupled with an interest; and

(2) Take any other action at law or in equity which may appear necessary or desirable to collect any amounts due as of the termination of this Leaseback Agreement.

(b) reserved

(c) No action taken pursuant to this Section 10.2 shall relieve the Company from its obligations to make all payments required by Sections 5.3 and 6.6 hereof and accrued prior to termination.

10.3 Remedies Cumulative.

No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under the Leaseback Documents or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article 10, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in the Leaseback Agreement.

10.4 Agreement to Pay Attorneys' Fees and Expenses.

In the event of a Default by the Company under any of the provisions of the Leaseback Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred, which demand shall include reasonable detail substantiating such fees and expenses.

10.5 No Additional Waiver Implied by One Waiver.

In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

Miscellaneous

11.1 Notices.

All notices, certificates, and other communications hereunder shall be in writing and shall be deemed given when (a) received at the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (b) delivery is refused by the addressee as evidenced by the affidavit of the Person who attempted to effect such delivery. The addresses to which notices, certificates, and other communications hereunder shall be delivered are as follows:

(a) If to the Agency, to:

County of Lewis Industrial Development Agency
7642 North State Street
Lowville, NY 13367
Attn: Executive Director

With a copy to:

Campany, McArdle & Randall, PLLC
Attn: Kevin M. McArdle, Esq.
7571 S. State Street, PO Box 311
Lowville, NY 13367

(b) If to the Company, to:

U.S. Light Energy
830 Loudon Rd.
Latham, NY 12110

Attn: Mark D. Richardson

With a copy to:

Nolan Heller KauffmanLLP

80 State Street, 11th FloorAlbany, NY 12207

Attn: Francis J. Brennan

Email: fbrennan@nhkllp.com

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.

11.2 Binding Effect.

The Leaseback Agreement shall inure to the benefit of and shall be binding upon the Agency and the Company and, as permitted by the Leaseback Agreement, their respective successors and assigns.

11.3 Severability.

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

11.4 Amendments, Changes, and Modifications.

The Leaseback Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the parties hereto.

11.5 Execution of counterparts.

The Leaseback Agreement may be executed in several counterparts, each of which shall be an original and all of which when taken together shall constitute but one and the same instrument.

11.6 Applicable Law.

The Leaseback Agreement shall be governed exclusively by the applicable laws of the State of New York.

11.7 Recording and Filing.

(a) The Lease Agreement and Leaseback Agreement (or memoranda thereof) shall be filed by the Agency or the Company in the Office of the Clerk of the County of Lewis, New York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof. The Company and the Agency shall mutually agree on the form of any such filing.

11.8 Survival of Obligations.

(a) The obligations of the Company to provide the indemnity required by Section 8.2 hereof shall survive the termination of the Leaseback Agreement to the extent provided in Section 8.2, and all required indemnity payments after such termination shall be made upon demand of the party to whom such payment is due.

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

11.9 No Recourse; Special Obligation.

The obligations and agreements of the Agency contained herein and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent or employee of the Agency in his individual capacity; and the members, officers, agents and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State of New York or the County of Lewis, and neither the State of New York nor the County of Lewis shall be liable hereon or thereon. Further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived, and to be derived from, the lease, sale or other disposition of the Project Facility. No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless:

(a) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period; and

(b) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses; and

(c) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will or any of its members, officers, agents (other than the Company), or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against any liability incurred as a result of its compliance with such demand; and (2) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

Any failure to provide notice, indemnity or security to the Agency pursuant to this Section 11.9 shall not alter the full force and effect of any Event of Default under this Leaseback Agreement.

11.10 reserved

11.11 Payment of Agency Expenses by Company.

The Company agrees to reimburse the Agency for actual, reasonable attorney's fees, and the Agency's fee computed in accordance with the Agency's published policy.

11.12 Obligation for Taxes.

If, after accounting for any abatement of tax available with respect to the Agency's involvement, it is determined by an applicable taxing authority that any tax, i.e., federal, state or local, including but not limited to sales or compensatory use taxes are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Equipment or in any manner otherwise payable directly or indirectly in connection with the Equipment, the Company shall pay same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of such taxes. The Agency agrees to deliver such forms or take such other reasonable actions as may be requested by the Company and necessary and appropriate in order for the Company to make use of any abatement of or exemption from tax available to the Company with respect to the Equipment, to the extent otherwise consistent with the Leaseback Documents.

11.13 Limited Recourse - Company

The Agency agrees that, except as provided in any separate guaranty executed by such member, no member of the Company shall be liable for the payments to be made by the Company pursuant to the Leaseback Documents.

11.14 Incentive Recapture Policy

The Company shall be bound by the terms of the County of Lewis Industrial Development Agency Incentive Recapture Policy attached hereto and made a part hereof entitled Exhibit "B."

11.15 Errors and Omissions; Compliance

In consideration for the assistance provided to the Company by the Agency, the Company agrees, if requested by Agency, to fully cooperate and execute and/or re-execute any document that should have been signed at or before the closing of the transaction described in this Agreement, or a corrected or modified version of any such documents, where the document was inadvertently not executed at or before the closing, or the version executed at or before the closing contained any typographical, clerical or mathematical error, or erroneously contained or omitted any provision that does not conform with the statutory authority and established policies of the Agency.

IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

COUNTY OF LEWIS INDUSTRIAL
DEVELOPMENT AGENCY

COMPANY

By: _____
Eric Virkler, Executive Director

By: 
Name: MARK RICKWOOD
Title: CEO

STATE OF NEW YORK)

COUNTY OF LEWIS)

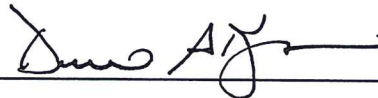
On this ____ day of _____, 2019, before me, the undersigned, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF ALBANY)

On this 19 day of AUGUST, 2019, before me, the undersigned, personally appeared, MARK RICHARDSON, 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 which the individual acted, executed the instrument.



Notary Public

DAVID A. KLINE
Notary Public, State of New York
License # 01KL6149895
Qualified in Rensselaer County
Commission Expires July 17, 2022

