

Date: October 21, 2015

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held at 1 Independence Hill, 3rd Floor, Farmingville, New York 11738, on the 21st day of October, 2015, the following members of the Agency were:

Present: Frederick C. Braun, III, Martin Callahan, Felix J. Grucci, Jr.,
Michael Kelly & Ann-Marie Scheidt

Recused:

Absent: Scott Middleton

Also Present: Lisa M. G. Mulligan, CEO

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to acquisition of a leasehold interest in and title to a certain industrial development facility more particularly described below (FTS Project Owner 2, LLC Facility) and the leasing of the facility to FTS Project Owner 2, LLC Facility.

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

Voting Aye

Braun
Callahan
Grucci
Kelly
Scheidt

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE APPOINTMENT OF FTS PROJECT OWNER 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF FTS PROJECT OWNER 2, LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND EQUIPPING THE FACILITY, APPROVING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF SUCH INDUSTRIAL DEVELOPMENT FACILITY MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York, as amended from time to time (collectively, the “Act”), the Town of Brookhaven Industrial Development Agency (the “Agency”) was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, FTS Project Owner 2, LLC, a limited liability company organized and existing under the laws of the State of Delaware, on behalf of itself and/or the principals of FTS Project Owner 2, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “Company”), has applied to the Agency for assistance in connection with the acquisition of an approximately 59.84 acre parcel of land located at 112 State Route 25A, Shoreham, Town of Brookhaven, New York (the “Land”), the construction of an approximately 21.8 acre solar photovoltaic (PV) energy farm thereon (the “Improvements”), and the equipping thereof, with a capacity to produce 9.5 MW of alternating current atop racking systems supported by a screw-in foundation design, associated invertors, transformers, interconnect pads, landscaping/grass, gravel driveways, drainage reserve areas and pavement (the “Equipment” all in accordance with the Site Plan approval dated as of June 12, 2014 and revised as of December 22, 2014; and together with the Land and the Improvements, the “Facility”), which Facility is to be leased by the Agency to the Company and used by the Company as a solar electric generating facility, including the following as they relate to the acquisition, construction and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, construction and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, construction and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of October 1, 2015, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Company Lease**”) by and between the Company and the Agency; and

WHEREAS, the Agency will sublease and lease the Facility to the Company pursuant to a certain Lease Agreement, dated as of October 1, 2015, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Lease Agreement**”), by and between the Agency and the Company; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company consistent with the policies of the Agency, in the form of (i) exemptions from sales and use taxes in an amount not to exceed \$2,331,914, in connection with the purchase or lease of equipment, building materials, services or other personal property, and (ii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit C hereof), consistent with the policies of the Agency; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, a public hearing (the “**Hearing**”) was held on October 20, 2015, so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency or the location or nature of the Facility, could be heard; and

WHEREAS, notice of the Hearing was given on October 7, 2015, and such notice (together with proof of publication), was substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the report of the Hearing is substantially in the form annexed hereto as Exhibit B; and

WHEREAS, the Agency has given due consideration to the application of the Company and to representations by the Company that the proposed Facility is either an inducement to the Company to maintain and expand the Facility in the Town of Brookhaven or is necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, in order to define the Company’s obligations regarding payments-in-lieu-of taxes with respect to the Facility, the Agency and the Company will enter into a certain Payment-in-Lieu-of-Tax Agreement, dated as of October 1, 2015, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**PILOT Agreement**”), pursuant to which the Company will make payments in lieu of taxes on the Facility; and

WHEREAS, in connection with the leasing of the Facility, the Agency and the Company will enter into a certain Recapture Agreement, dated as of October 1, 2015, or such

other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the "**Recapture Agreement**"), between the Agency and the Company; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the "**SEQR Act**" or "**SEQR**"), the Agency constitutes a "State Agency"; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency a Full Environmental Assessment Form and related documents (the "**Questionnaire**") with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the Questionnaire has been reviewed by the Agency; and

WHEREAS, the Brookhaven Planning Board determined that the Action is a "Type 1 Action" for SEQR purposes, coordinated review with all potential Involved Agencies, and requested to act as Lead Agency for purposes of review of the Action under SEQR; and

WHEREAS, no Involved Agency objected to the Brookhaven Planning Board, acting as Lead Agency for purposes of review of the Facility under SEQR, and therefore, the Brookhaven Planning Board, was the Lead Agency; and

WHEREAS, the Company submitted to the Brookhaven Planning Board, Parts I and II of the NYS DEC Environmental Assessment Form and other related environmental documents (collectively, the "**Requisite Materials**"), for the Action and the Brookhaven Planning Board accepted such Requisite Materials; and

WHEREAS, the Brookhaven Planning Board held a public hearing on the Action, and the Brookhaven Planning Board accepted written comments; and

WHEREAS, the Brookhaven Planning Board issued its Lead Agency findings statement on October 20, 2014 (the "**Findings Statement**"); and

WHEREAS, as an Involved Agency, the Agency must make its own findings under SEQR prior to funding, undertaking, or approving an Action; and

WHEREAS, the Agency has reviewed the Requisite Materials and the documents incorporated by reference therein, as well as such other documents as the Agency felt it necessary or appropriate to examine to adequately review the proposed Action; and

WHEREAS, the Agency finds that the Findings Statement attached hereto as Exhibit D accurately and adequately examines environmental issues presented by the Action; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the leasing of the Facility by the Agency to the Company;

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby adopts the Lead Agency's Findings Statement attached hereto as Exhibit D as its own Findings Statement under SEQR.

Section 2. Having considered the Requisite Materials, and such other documents as may be necessary or appropriate, the Agency certifies that:

(a) The requirements of 6 NYCRR Part 617 have been met;

(b) Consistent with the social, economic and other essential considerations, from among the reasonable alternatives thereto, the Action is one which minimizes or avoids adverse environmental effects to the maximum extent practicable, including effects disclosed in the environmental impact statement; and

(c) Consistent with social, economic, and other essential considerations, to the maximum extent practicable, adverse environmental effects revealed in the environmental impact statement will be minimized or avoided by incorporating as conditions those mitigative measures which were identified as practicable.

Section 3. The Agency hereby finds and determines:

(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 Facility constitutes a "project", as such term is defined in the Act; and

(c) The acquisition, construction and equipping of the Facility and the leasing of the Facility to the Company, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Town of Brookhaven, and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The acquisition, construction and equipping of the Facility is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and counsel to the Company, the Facility conforms with the local zoning laws and planning regulations of the Town of Brookhaven, Suffolk County, and all regional and local land use plans for the area in which the Facility is located; and

(f) The Facility and the operations conducted therein do not have a significant effect on the environment, as determined in accordance with Article 8 of the Environmental Conservation Law of the State of New York and the regulations promulgated thereunder; and

(g) It is desirable and in the public interest for the Agency to lease the Facility to the Company; and

(h) The Company Lease will be an effective instrument whereby the Agency will lease the Land and the Improvements from the Company; and

(i) The Lease Agreement will be an effective instrument whereby the Agency leases the Facility to the Company; and

(j) The PILOT Agreement will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their Agreement regarding the Company's payments in lieu of real property taxes; and

(k) The Recapture Agreement will be an effective instrument whereby the Agency and the Company agree to provide for the obligations of the Company under the Transaction Documents (as defined in the Lease Agreement) and describe the circumstances in which the Agency may recapture some or all of the benefits granted to the Company; and

(l) The Environmental Compliance and Indemnification Agreement, dated as of October 1, 2015, or such other date as may be determined by the Chairman, the Chief Executive Officer and counsel to the Agency (the "**Environmental Compliance and Indemnification Agreement**"), from the Company to the Agency will be an effective instrument whereby the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws.

Section 4. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and the Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) lease the Facility to the Company pursuant to the Lease Agreement, (iv) execute, deliver and perform the Lease Agreement, (v) execute, deliver and perform the PILOT Agreement, (vi) execute, deliver and perform the Recapture Agreement, and (vii) execute and deliver the Environmental Compliance and Indemnification Agreement.

Section 5. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Lease Agreement, and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 6. The Agency is hereby authorized to acquire the Facility 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 7. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the acquisition, construction and equipping of the Facility in the form of (i) exemptions from sales and use taxes in an amount not to exceed \$2,331,914, in connection with the purchase or lease of equipment, building materials, services or other personal property, and (ii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit C hereof), consistent with the policies of the Agency.

Section 8. Subject to the provisions of this resolution, the Company is herewith and hereby appointed the agent of the Agency to acquire, construct, equip and furnish the Facility. The Company is hereby empowered to delegate its status as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may choose in order to acquire, construct and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company as agents of the Agency solely for purposes of making sales or leases of goods, services and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Company, as agents of the Agency, shall be deemed to be on behalf of the Agency and for the benefit of the Facility. This agency appointment expressly excludes the purchase by the Company of any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets. The Company shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company, as agent of the Agency. The aforesaid appointment of the Company, as agent of the Agency to acquire, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Company has received exemptions from sales and use taxes in an amount not to exceed \$2,331,914, in connection with the purchase or lease of equipment, building materials, services or other personal property; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time. The aforesaid appointment of the Company is subject to the completion of the transaction and the execution of the documents contemplated by this resolution.

Section 9. The Company hereby agrees to comply with Section 875 of the Act. The Company further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company as agent of the Agency pursuant to this Authorizing Resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act and the Recapture Agreement.

Section 10. The form and substance of the Company Lease, the Lease Agreement, the PILOT Agreement, the Recapture Agreement and the Environmental Compliance and Indemnification Agreement (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 11.

(a) The Chairman, Chief Executive Officer or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease, the Lease Agreement, the PILOT Agreement, the Recapture Agreement and the Environmental Compliance and Indemnification Agreement, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Chief Executive Officer or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Agency Documents"). The execution thereof by the Chairman, Chief Executive Officer or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Chief Executive Officer or any member of the Agency are further hereby 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 12. 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, 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 13. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company. By acceptance hereof, the Company agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 14. This resolution shall take effect immediately.

ADOPTED: October 21, 2015

ACCEPTED: October 21, 2015

FTS PROJECT OWNER 2, LLC

By: _____
Name: Ryan Creamer
Title: Chief Executive Officer

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law will be held by the Town of Brookhaven Industrial Development Agency (Town of Brookhaven Division of Economic Development, 2nd Floor, One Independence Hill, Farmingville, New York 11738the “Agency”) on the 20th day of October 2015, at 10:00 a.m. local time, at the, in connection with the following matters:

FTS Project Owner 2, LLC, a Delaware limited liability company authorized to transact business in the State of New York, on behalf of itself and/or the principals of FTS Project Owner 2, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “Company”), has applied to the Agency for assistance in connection with the acquisition of an approximately 59.84 acre parcel of land located at 112 State Route 25A, hamlet of East Shoreham, Town of Brookhaven, New York (the “Land”), the construction of an approximately 21.8 acre solar photovoltaic (PV) energy farm thereon (the “Improvements”), and the equipping thereof, including, but not limited to, approximately 11,909 ground-mounted modules with a capacity to produce 9.5 MW of alternating current atop racking systems supported by a pile-driven foundation design, associated invertors, transformers, interconnect pads, landscaping/grass, gravel driveways, drainage reserve areas and pavement (the “Equipment”; and together with the Land and the Improvements, the “Facility”), which Facility is to be leased by the Agency to the Company and used by the Company as a solar electric generating facility. The Facility will be initially owned, operated and/or managed by the Company.

The Agency will acquire title to or a leasehold interest in the Facility and lease the Facility to the Company. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes in connection with the construction and equipping of the Facility and abatement of real property taxes consistent with the policies of the Agency.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. At the hearing, all persons will have the opportunity to review the application for financial assistance filed by the Company with the Agency and an analysis of the costs and benefits of the proposed Facility.

Dated: October 7, 2015

TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY

By: Lisa MG Mulligan
Title: Chief Executive Officer

EXHIBIT B

[FORM OF MINUTES OF PUBLIC HEARING]

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
OCTOBER 20, 2015 at 10:00 A.M.

1. Lisa M. G. Mulligan, Chief Executive Officer of the Town of Brookhaven Industrial Development Agency (the “**Agency**”) called the hearing to order.

2. The Chief Executive Officer then described the location and nature of the Facility to be financed as follows:

FTS Project Owner 2, LLC, a Delaware limited liability company authorized to transact business in the State of New York, on behalf of itself and/or the principals of FTS Project Owner 2, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”), has applied to the Agency for assistance in connection with the acquisition of an approximately 59.84 acre parcel of land located at 112 State Route 25A, Shoreham, Town of Brookhaven, New York (the “**Land**”), the construction of an approximately 21.8 acre solar photovoltaic (PV) energy farm thereon (the “**Improvements**”), and the equipping thereof, with a capacity to produce 9.5 MW of alternating current atop racking systems supported by a screw-in foundation design, associated invertors, transformers, interconnect pads, landscaping/grass, gravel driveways, drainage reserve areas and pavement (the “**Equipment**” all in accordance with the Site Plan approval dated as of June 12, 2014 and revised as of December 22, 2014; and together with the Land and the Improvements, the “**Facility**”), which Facility is to be leased by the Agency to the Company and used by the Company as a solar electric generating facility. The Facility will be initially owned, operated and/or managed by the Company.

The Agency will acquire title to or a leasehold interest in the Facility and lease the Facility to the Company. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes in connection with the construction and equipping of the Facility and abatement of real property taxes consistent with the policies of the Agency. The Facility will be initially owned, operated and/or managed by the Company.

3. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes in connection with the construction and equipping of the Facility and abatement of real property taxes, consistent with the policies of the Agency.

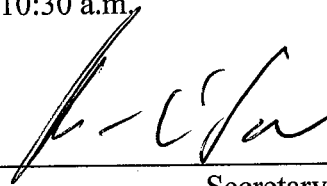
4. The hearing officer then opened up the hearing for comments from the floor for or against the location and nature of the Facility. The following is a listing of the persons heard and a summary of their views:

Christian Wiedemann, FTS Project Owner 2, LLC
Garrett Gray, Weber Law Group

No comments made.

John Zucowski, Trustee, Shoreham-Wading River School District
(SEE ATTACHED)

5. The Chief Executive Officer then asked if there were any further comments and, there being none, the hearing was closed at 10:30 a.m.



Secretary

From: "Zukowski, John" <JZukowski@swr.k12.ny.us>
To: "eromaine@BROOKHAVEN.ORG" <eromaine@BROOKHAVEN.ORG>
CC: "lmulligan@brookhaven.org" <lmulligan@brookhaven.org>
Date: 10/20/2015 10:57 AM
Subject: Shoreham Solar Project

Dear Supervisor Romaine-

We have been advised that the sPower Shoreham Solar Project is under consideration today, and I have been authorized by the School Board to reach out to you.

Please allow this to respectfully request that when the PILOT payment is being considered and negotiated, that Shoreham Wading River School District receive no less than its equivalent ad valorem property tax pro rata share. The District's percentage of the PILOT should be at least equal to the percentage the District would receive if the property was taxed in the absence of any PILOT payment.

We would also like confirmation that the value of the dedicated new generation lead to the Wildwood Sub-Station is included in the PILOT calculation, as 100% of the Interconnection CAPEX and O&M costs rest with the developer under the terms of LIPA's FIT I terms.

Thank you for your consideration.

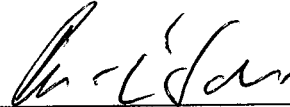
John Zukowski, Trustee
Shoreham Wading River
School District

STATE OF NEW YORK)
 : SS.:
COUNTY OF SUFFOLK)

I, the undersigned Secretary of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the Town of Brookhaven Industrial Development Agency (the "Agency") on October 20, 2015, at 10:00 a.m. local time, at the Town of Brookhaven Department of Economic Development, 1 Independence Hill, 3rd Floor, Farmingville, New York 11738, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

IN WITNESS WHEREOF, I have hereunto set my hand as of October 20, 2015.



Secretary

[END OF FORM OF MINUTES OF PUBLIC HEARING]

EXHIBIT C

Proposed PILOT Schedule

Schedule of payments-in-lieu-of-taxes: Town of Brookhaven, (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Shoreham-Wading River Central District District, Suffolk County and Appropriate Special Districts

<u>Year</u>	<u>Tax Year</u>	<u>Payment</u>
1.	2016/2017	\$300,000.00
2.	2017/2018	300,000.00
3.	2018/2019	300,000.00
4.	2019/2020	300,000.00
5.	2020/2021	300,000.00
6.	2021/2022	306,000.00
7.	2022/2023	312,120.00
8.	2023/2024	318,362.40
9.	2024/2025	324,729.65
10.	2025/2026	331,224.25
11.	2026/2027	337,848.74
12.	2027/2028	344,605.72
13.	2028/2029	351,497.84
14.	2029/2030	358,527.80
15.	2030/2031	365,698.36
16.	2031/2032	373,012.33
17.	2032/2033	380,472.58
18.	2033/2034	388,082.04
19.	2034/2035	395,843.68
20.	2035/2036	403,760.56
21.	and thereafter	100% of full taxes and assessments on the Facility

**This proposed PILOT schedule is for discussion purposes only, and contemplates a project closing before March 1, 2016.

EXHIBIT D

Findings Statement

Date: March 24, 2016

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), held at 1 Independence Hill, 3rd Floor, Farmingville, New York 11738 on the 24th day of March, 2016, the following members of the Agency were:

Present: Frederick C. Braun, III
Martin Callahan
Felix J. Grucci, Jr.
Scott Middleton
Gary Pollakusky
Ann-Marie Scheidt

Recused: Scott Middleton

Absent: Michael Kelly

Also Present: Lisa M. G. Mulligan

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the consent to the subleasing of the Agency’s FTS Project Owner 2, LLC Facility.

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

Voting Aye

Voting Nay

Braun
Callahan
Grucci
Pollakusky
Scheidt

RESOLUTION OF THE TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT AGENCY PERTAINING TO
THE CONSENT TO THE SUBLEASING OF THE AGENCY'S
FTS PROJECT OWNER 2, LLC FACILITY AND
APPROVING THE FORM, SUBSTANCE, EXECUTION AND
DELIVERY OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York, as the same may be amended from time to time (collectively, the "**Act**"), the Town of Brookhaven Industrial Development Agency (the "**Agency**"), was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously provided its assistance to FTS Project Owner 2, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "**Company**"), in connection with the acquisition of an approximately 59.84 acre parcel of land located at 112 State Route 25A, Shoreham, Town of Brookhaven, New York (the "**Land**"), the construction of an approximately 21.8 acre solar photovoltaic (PV) energy farm thereon (the "**Improvements**"), and the equipping thereof, with a capacity to produce 9.5 MW of alternating current atop racking systems supported by a screw-in foundation design, associated invertors, transformers, interconnect pads, landscaping/grass, gravel driveways, drainage reserve areas and pavement (the "**Equipment**" all in accordance with the Site Plan approval dated as of June 12, 2014 and revised as of December 22, 2014; and together with the Land and the Improvements, the "**Facility**"), which Facility is leased by the Agency to the Company and used by the Company as a solar electric generating facility; and

WHEREAS, Sustainable Property Holdings, LLC (the "**Landlord**") and the Company previously entered into a certain Land Lease Agreement and Access Easement, dated February 26, 2016 (the "**Ground Lease**"), by and between the Landlord, as ground lessor and the Company, as ground lessee, wherein the Landlord leased the Land to the Company, and a Memorandum of Land Lease Agreement and Access Easement, dated February 26, 2016, was recorded in the Suffolk County Clerk's office on February 29, 2016 under Liber D00012854 and Page 387; and

WHEREAS, the Company subleased the Facility to the Agency pursuant to a certain Company Lease, dated as of October 1, 2015 (the "**Company Lease**"), by and between the Company, as sublessor, and the Agency, as sublessee, and a Memorandum of Company Lease, dated October 21, 2015, was recorded in the Suffolk County Clerk's office on February 29, 2016 under Liber D00012854 and Page 444; and

WHEREAS, the Agency currently sub-subleases the Facility to the Company pursuant to a certain Lease Agreement, dated as of October 1, 2015 (the "**Lease Agreement**"), by and between the Agency, as sub-sublessor, and the Company, as sub-sublessee, and a Memorandum of Lease Agreement, dated October 21, 2015, was recorded in

the Suffolk County Clerk's office on February 29, 2016 under Liber D00012854 and Page 447; and; and

WHEREAS, for the purpose of obtaining tax equity financing for the Facility, the Company plans to enter into a lease agreement (the "**Master Lease**" and "**Tenant Sublease**") with its affiliate FTS Master Tenant 2, LLC, a Delaware limited liability company (the "**Tenant**"), for the continued use as a solar electric generating facility; and

WHEREAS, the Company has requested that the Agency consent to the subleasing of the Facility to the Tenant; and

WHEREAS, the Facility may not be subleased, in whole or in part, without the prior written consent of the Agency; and

WHEREAS, such consent may be manifested by the execution and delivery of a Tenant Agency Compliance Agreement, to be dated March 24, 2016, between the Agency and the Tenant (the "**Tenant Agency Compliance Agreement**"); and

WHEREAS, the Company and the Tenant have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the subleasing of the Facility.

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(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 subleasing of the Facility to the Tenant will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(c) Based on the certification of the Tenant in the Tenant Agency Compliance Agreement, the occupancy of the Facility by the Tenant shall not result in the removal of a facility or plant of the Tenant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Tenant located within the State; unless: (i) such occupation of the Facility is reasonably necessary to discourage the Tenant from removing such other plant or facility to a location outside the State, or (ii) such occupation of the Facility is reasonably necessary to preserve the competitive position of the Tenant in its industry; and

(d) The Agency consents to the subleasing of the Facility to the Tenant; and

(e) The execution of the Consent to Sublease, dated March 24, 2016 (the "**Consent to Sublease**"), will confirm the Agency's consent to the Master Lease; and

(f) The execution of the Tenant Agency Compliance Agreement will satisfy the requirement of Section 9.3 of the Lease Agreement that any subleasing of the Facility be consented to in writing by the Agency; and

(g) It is desirable and in the public interest for the Agency to consent to the subleasing of the Facility and to enter into the Tenant Agency Compliance Agreement.

Section 2. In consequence of the foregoing, the Agency hereby determines to enter into the Tenant Agency Compliance Agreement and the Consent to Sublease.

Section 3. The form and substance of the Tenant Agency Compliance Agreement and the Consent to Sublease (in substantially the form presented to the Agency and which, prior to the execution and delivery thereof, may be redated) is hereby approved.

Section 4.

(a) The Chairman, Chief Executive Officer or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Tenant Agency Compliance Agreement and the Consent to Sublease in the form the Chairman, Chief Executive Officer or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Chief Executive Officer or any member of the Agency and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Chief Executive Officer or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Chief Executive Officer or any member of the Agency are further hereby 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 5. 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, 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 Tenant Agency Compliance Agreement binding upon the Agency.

Section 6. This resolution shall take effect immediately.

