

Date: September 15, 2021

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), held electronically via webinar and in person on the 15th day of September, 2021, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Felix J. Grucci, Jr., Vice Chair
Martin Callahan, Treasurer
Ann-Marie Scheidt, Secretary
Gary Pollakusky, Asst. Secretary
Lenore Paprocky, Member

Recused:

Excused: Frank C. Trotta, Asst. Treasurer

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
Lori LaPonte, Chief Financial Officer
James M. Tullo, Deputy Director
Jocelyn Linse, Executive Assistant
Terri Alkon, Administrative Assistant
Amy Illardo, Administrative Assistant
Annette Eaderesto, Esq., Counsel to the Agency
William F. Weir, Esq., Transaction Counsel
Howard R. Gross, Esq., Transaction Counsel

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 the authorization of the partial assignment and assumption of the Agency’s Pennysaver Solar, LLC 2019 Facility, the continued leasing of the facility to C2 NY Brookhaven and the leasing of the Equipment to Key Equipment Finance, a Division of KeyBank National Association.

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

Voting Aye

Voting Nay

Braun
Grucci
Callahan
Scheidt
Pollakusky
Paprocky

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE PARTIAL ASSIGNMENT AND ASSUMPTION OF EQUIPMENT AND CERTAIN IMPROVEMENTS ASSOCIATED WITH A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY TO KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NATIONAL ASSOCIATION, 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, 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, assisted in the acquisition of a ground leasehold interest in an approximately 6.4 acre portion of an approximately 70.0 acre parcel of land located at the parking lot of the Pennysaver Amphitheater, 55 Bicycle Path, Farmingville, New York 11738 (more particularly described as Suffolk County Tax Map No. 0200-571.00-03.00-040.000 and 0200-572.00-01.00-001.000) (the “**Land**”), owned by the Town of Brookhaven (the “**Town**”), and the construction of an approximately 2,336.34 kW (23.3634 MW) DC solar photovoltaic electric generating carport facility thereon (the “**Improvements**”), and the equipping thereof, including, but not limited to, approximately eighteen (18) steel carport canopies, approximately 6,772 345W solar photovoltaic panels, approximately five (5) 500 kW inverters, transformer stations, switch gear equipment and other electrical equipment (collectively, the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), and used by Pennysaver Solar, LLC to provide solar-generated energy to the residents of the Town (collectively, the “**Project**”); and

WHEREAS, the Town previously ground leased a leasehold interest in the Land pursuant to a certain Renewable Energy Lease Agreement dated as of June 11, 2018 between the Town and Ace-Bald Hill Solar, LLC as assigned by Ace-Bald Hill Solar, LLC to Pennysaver Solar, LLC (the “**Original Company**”), as further assigned by the Original Company to the C2 NY Brookhaven LLC (“**C2 NY Brookhaven**”), pursuant to certain agreements (as assigned and amended, the “**Ground Lease Agreement**”); and

WHEREAS, the Original Company, subleased its ground leasehold interest in the Land to the Agency pursuant to the terms of a certain Company Lease, dated as of April 1, 2019 (the “**Original Company Lease**”). The Original Company conveyed title to the Improvements and Equipment to the Agency pursuant to a certain Bill of Sale, dated as of April 1, 2019 (the “**Original Bill of Sale**”). The Agency sub-subleased the Land and leased the Improvements and Equipment to the Original Company. pursuant to a Lease Agreement

and Project Agreement, dated as of April 1, 2019 (the “**Original Lease Agreement**”), by and between the Agency, as lessor, and the Original Company as lessee; and

WHEREAS, the Agency previously consented to a request by C2 NY Brookhaven, to the assignment by the Original Company of all of its rights, title, interest and obligations under the Original Company Lease pursuant to a certain Assignment and Assumption of Company Lease dated September 18, 2019 (the “**Assignment of Company Lease**”, and together with the Original Company Lease, the “**Company Lease**”) and the Original Lease Agreement pursuant to a certain Assignment and Assumption of Lease Agreement dated September 18, 2019 (the “**Assignment of Lease**”, and together with the Original Lease Agreement, the “**Lease Agreement**”) and certain other agreements in connection with the Facility to C2 NY Brookhaven, and the assumption by C2 NY Brookhaven of all such rights, title, interest and obligations of the Original Company and the release of the Original Company from any further liability with respect to the Facility under the Lease Agreement subject to certain requirements of the Agency; and

WHEREAS, Key Equipment Finance, a Division of KeyBank National Association, (collectively, the “**Key Equipment**”), has now requested (i) the Agency’s consent to the assignment by C2 NY Brookhaven of certain of its rights, title, interest and obligations under the Lease Agreement to the Key Equipment, and the assumption by the Key Equipment of all such rights, title, interest and obligations of C2 NY Brookhaven, subject to certain requirements of the Agency, and (ii) the Agency’s consent to certain other agreements in connection with the Facility (collectively, the “**Partial Assignment**”). Upon the Partial Assignment, Key Equipment will beneficially own the Equipment and certain of the Improvements and C2 NY Brookhaven will continue to operate and/or manage the Facility; and

WHEREAS, in connection with the acquisition, construction and equipping of the Facility, the Agency granted financial assistance to C2 NY Brookhaven in the form of exemptions from sales and use taxes in an amount not to exceed \$307,050.00, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, consistent with the policies of the Agency (the “**Sales Tax Benefit**”); and

WHEREAS, in connection with the Project, C2 NY Brookhaven has obtained certain financing for the construction of the Facility from the New Company. On or around the time of the completion of the construction of the Facility, C2 NY Brookhaven and Key Equipment desire to enter into a sale-leaseback transaction for the Equipment; and

WHEREAS, in connection with the Partial Assignment, the Key Equipment intends, among other things, to be appointed as an agent of C2 NY Brookhaven in order to use all or a portion of the unused Sales Tax Benefit; and

WHEREAS, in connection with the Partial Assignment, C2 NY Brookhaven will assign certain of its rights and obligations under the Lease Agreement to Key Equipment pursuant to a certain Partial Assignment of Lease Agreement, dated as of September 1, 2021 or such other date as may be determined by the Chairman, Chief Executive Officer and

counsel to the Agency (the “**Partial Release and Assignment of Lease Agreement**”), by and between C2 NY Brookhaven and Key Equipment, and consented to by the Agency; and

WHEREAS, the Original Bill of Sale shall be amended pursuant to an Amended and Restated Bill of Sale, dated September 15, 2021 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Amended and Restated Bill of Sale**”) from C2 NY Brookhaven and Key Equipment to the Agency, whereby C2 NY Brookhaven will convey title to certain of the Improvements and Equipment to the Agency (the “**C2 NY Equipment and Improvements**”) and Key Equipment will convey title to certain of the Improvements and Equipment to the Agency (the “**Key Equipment and Improvements**”); and

WHEREAS, the Agency shall lease the Key Equipment and Improvements to Key Equipment pursuant to a certain Equipment Lease and Project Agreement, dated as of September 1, 2021, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Equipment Lease Agreement**”), by and between the Agency and Key Equipment; and

WHEREBY, the Agency shall continue to lease the un released portions of the Facility to C2 NY Brookhaven pursuant to the Lease Agreement, as amended by the Partial Release and Assignment of Lease Agreement; 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

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 Facility constitutes a “project”, as such term is defined in the Act; and

(c) The Partial Assignment, 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 Partial Assignment is reasonably necessary to induce C2 NY Brookhaven to maintain and expand its business operations in the State of New York; and

Section 2. In consequence of the foregoing, the Agency hereby approves the Partial Assignment and authorizes the execution and delivery of the Partial Release and Assignment of Lease Agreement, the Equipment Lease Agreement, and such other related

documents as may be necessary or appropriate to effect the Partial Assignment (the “**Agency Documents**”).

Section 3. The Agency hereby approves the appointment of Key Equipment as agent of C2 NY Brookhaven for purposes of using all or a portion of the unused Sales Tax Benefit.

Section 4. Counsel to the Agency and Nixon Peabody LLP, Transaction Counsel to the Agency are hereby authorized and directed to prepare, for submission to the Agency, the Agency Documents described in the foregoing resolution.

Section 5. The Chairman, the Chief Executive Officer, and any member of the Agency are each hereby authorized and directed (i) to distribute copies of this resolution to the C2 NY Brookhaven and Key Equipment, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 6. This resolution shall take effect immediately.

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


I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), including the resolutions contained therein, held electronically via video conference, as well as in person, on the 15th day of September, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 15th day of September, 2021.

By: 
Chief Executive Officer

Cost-Benefit Analysis for Pennysaver Ampitheater

Prepared by Town of Brookhaven using InformAnalytics

Executive Summary

INVESTOR
C2NY/KeyBank National Association

TOTAL JOBS
0 Ongoing;
16 Temporary

TOTAL INVESTED
\$4.9 Million

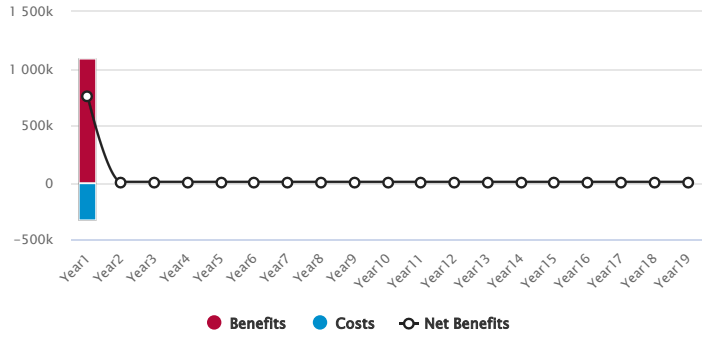
LOCATION
1 ski run farmingville

TIMELINE
19 Years

F1 FIGURE 1

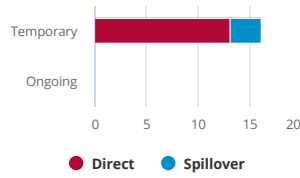
Discounted* Net Benefits for Pennysaver Ampitheater by Year

Total Net Benefits: \$757,000



F2 FIGURE 2

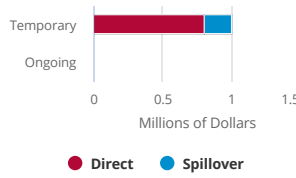
Total Jobs



Discounted at 2%

F3 FIGURE 3

Total Payroll



Proposed Investment

C2NY/KeyBank National Association proposes to invest \$4.9 million at 1 ski run farmingville over 19 years. Town of Brookhaven staff summarize the proposed with the following: Key Equipment Finance, A Division of KeyBank National Association, is requesting an assignment and assumption of the C2NY/Pennysaver Solar project. Key Equipment plans to own the equipment and C2NY will operate and manage the facility. They are requesting no new benefits. The project is an approximately 2.5 MW solar carport facility on the existing parking lot of the LICH Amphitheater at Bald Hill. We expect that this project will be completed in a timely fashion. As per our Uniform Project Evaluation Criteria Policy, the criteria met for this project include, but are not limited to, advances renewable energy production goals and capital investment by the applicant.

T1 TABLE 1

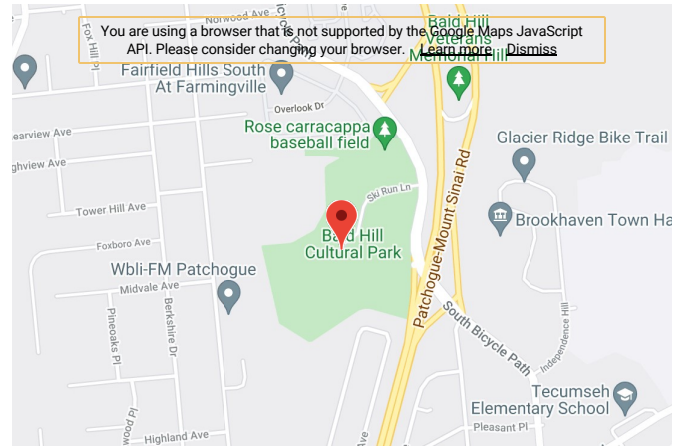
Proposed Investments

| Description | Amount |
|--|-------------|
| CONSTRUCTION SPENDING | |
| Assignment and assumption | \$1,900,000 |
| OTHER SPENDING | |
| Machinery and Equipment | \$2,800,000 |
| Legal, Architectural, & Engineering fees | \$100,000 |
| Interconnection costs | \$140,000 |
| Total Investments | \$4,940,000 |
| Discounted Total (2%) | \$4,940,000 |

May not sum to total due to rounding.

F4 FIGURE 4

Location of Investment



Report data 9/2021

Cost-Benefit Analysis

A cost-benefit analysis of this proposed investment was conducted using InformAnalytics, an economic impact model developed by CGR. The report estimates the impact that a potential project will have on the local economy based on information provided by Town of Brookhaven. The report calculates the costs and benefits for specified local taxing districts over the first 19 years, with future returns discounted at a 2% rate.

T2 TABLE 2

Estimated Costs or Incentives

Town of Brookhaven is considering the following incentive package for C2NY/KeyBank National Association.

| Description | Nominal Value | Discounted Value* |
|---------------------|---------------|-------------------|
| Sales Tax Exemption | \$328,000 | \$328,000 |
| Total Costs | \$328,000 | \$328,000 |

May not sum to total due to rounding.

* Discounted at 2%

T3 TABLE 3

State & Regional Impact (Life of Project)

The following table estimates the total benefits from the project over its lifetime.

| Description | Direct | Spillover | Total |
|----------------------------------|------------------|------------------|--------------------|
| REGIONAL BENEFITS | \$797,000 | \$224,000 | \$1,021,000 |
| To Private Individuals | \$787,000 | \$221,000 | \$1,008,000 |
| Temporary Payroll | \$787,000 | \$221,000 | \$1,008,000 |
| To the Public | \$11,000 | \$3,000 | \$13,000 |
| Temporary Sales Tax Revenue | \$11,000 | \$3,000 | \$13,000 |
| STATE BENEFITS | \$50,000 | \$14,000 | \$63,000 |
| To the Public | \$50,000 | \$14,000 | \$63,000 |
| Temporary Income Tax Revenue | \$40,000 | \$11,000 | \$52,000 |
| Temporary Sales Tax Revenue | \$9,000 | \$3,000 | \$12,000 |
| Total Benefits to State & Region | \$847,000 | \$238,000 | \$1,085,000 |
| Discounted Total Benefits (2%) | \$847,000 | \$238,000 | \$1,085,000 |

May not sum to total due to rounding.

T4 TABLE 4

Benefit to Cost Ratio

The following benefit to cost ratios were calculated using the discounted totals.

| Description | Benefit* | Cost* | Ratio |
|-------------|-------------|-----------|-------|
| Region | \$1,021,000 | \$176,000 | 6:1 |
| State | \$63,000 | \$152,000 | 0:1 |
| Grand Total | \$1,085,000 | \$328,000 | 3:1 |

May not sum to total due to rounding.

* Discounted at 2%

CGR has exercised reasonable professional care and diligence in the production and design of the InformAnalytics™ tool. However, the data used is provided by users. InformAnalytics does not independently verify, validate or audit the data supplied by users. CGR makes no representations or warranties with respect to the accuracy of the data supplied by users.

Date: February 26, 2020

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held on the 26th day of February, 2020, the Town of Brookhaven Media Room, 1 Independence Hill, 2nd Floor, Farmingville, New York 11738, the following members of the Agency were:

Present: Frederick C. Braun, III
Martin Callahan
Scott Middleton
Gary Pollakusky
Frank C. Trotta

Recused:

Excused: Felix J. Grucci, Jr.
Ann-Marie Scheidt

Also Present: Lisa M. G. Mulligan, Chief Executive Officer

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 a certain industrial development facility more particularly described below (Pennysaver Solar, LLC 2019 Facility) and the continued leasing of the facility to C2 NY Brookhaven, LLC.

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

Voting Aye

Voting Nay

Braun
Callahan
Pollakusky
Trotta

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE EXTENSION OF COMPLETION DATE FOR THE PENNYSAVER SOLAR, LLC 2019 FACILITY, AND THE EXECUTION OF RELATED DOCUMENTS 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, 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, the Agency previously provided assistance to Pennysaver Solar, LLC, a Delaware limited liability company (the “**Original Company**”), in the acquisition of a long term ground leasehold interest in an approximately 6.4 acre portion of an approximately 70.0 acre parcel of land located at the parking lot of the Pennysaver Amphitheater, 55 Bicycle Path, Farmingville, New York 11738 (more particularly described as Suffolk County Tax Map No. 0200-571.00-03.00-040.000 and 0200-572.00-01.00-001.000) (the “**Land**”), owned by the Town of Brookhaven (the “**Town**”), and the construction of an approximately 2,336.34 kW (23.3634 MW) DC solar photovoltaic electric generating carport facility thereon (the “**Improvements**”), and the equipping thereof, including, but not limited to, approximately eighteen (18) steel carport canopies, approximately 6,772 345W solar photovoltaic panels, approximately five (5) 500 kW inverters, transformer stations, switch gear equipment and other electrical equipment (collectively, the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), which Facility is used by the Original Company to provide solar-generated energy to the residents of the Town (collectively, the “**Project**”); and

WHEREAS, the Original Company leased the Facility to the Agency pursuant to a Company Lease Agreement, dated as of April 1, 2019 (the “**Original Company Lease**”), between the Company and the Agency; and

WHEREAS, the Agency leased the Facility to the Original Company pursuant to a Lease and Project Agreement, dated as of April 1, 2019 (the “**Original Lease Agreement**”), between the Agency and the Company; and

WHEREAS, the Agency previously agreed to assign the Project, the Original Company Lease, the Original Lease Agreement and the Transaction Documents (as defined in the Original Lease Agreement), from the Original Company to C2 NY Brookhaven, LLC, a Delaware limited liability company (the “**Company**”), pursuant to a certain Assignment,

Assumption and Amendment Agreement, dated September 18, 2019 (the “**Assignment Agreement**”), by and among the Agency, the Original Company and the Company; and

WHEREAS, the Original Company Lease was assigned from the Original Company to the Company pursuant to a certain Assignment and Assumption of Company Lease, dated September 18, 2019 (the “**Assignment of Company Lease**”); and together with the Original Company Lease and the Assignment Agreement, the “**Company Lease**”), by and between the Original Company and the Company, with acknowledgement by the Agency; and

WHEREAS, the Original Lease Agreement was assigned from the Original Company to the Company pursuant to a certain Assignment and Assumption of Lease Agreement, dated September 18, 2019 (the “**Assignment of Lease Agreement**”); and together with the Original Lease Agreement and the Assignment Agreement, the “**Lease Agreement**”), by and between the Original Company and the Company, with acknowledgement by the Agency; and

WHEREAS, pursuant to Section 3.6 of the Lease Agreement, the Company agreed to complete the acquisition, construction and equipping of the Facility no later than December 31, 2019 (the “**Original Completion Date**”); and

WHEREAS, in connection with the acquisition, construction and equipping of the Facility, the Agency granted financial assistance to the Company in the form of exemptions from sales and use taxes in an amount not to exceed \$307,050.00, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, consistent with the policies of the Agency (the “**Sales Tax Benefit**”); and

WHEREAS, in order to complete the acquisition, construction and equipping of the Facility the Company has now requested that the Agency extend the expiration date of the Original Completion Date and the Sales Tax Benefit to August 31, 2020 (the “**Completion Date Extension**”); and

WHEREAS, in connection therewith, the Agency contemplates it will re-authorize the Sales Tax Benefit in the amount of \$307,050.00 less the amount of Sales Tax Benefit utilized by the Company prior to the Original Completion Date, consistent with the policies of the Agency; and

WHEREAS, to provide for the Completion Date Extension, the Agency and the Company will enter into a certain Letter Agreement, dated as of February 26, 2020, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Letter Agreement**”), by and between the Agency and the Company; 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

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

(c) The acquisition, construction and equipping of the Facility, the continued subleasing and 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) The Letter Agreement will be an effective instrument whereby the Agency grants the Completion Date Extension to the Company.

Section 2. In consequence of the foregoing, the Agency hereby (i) approves the Completion Date Extension, (ii) approves the form and substance of the Letter Agreement, and (iii) authorizes the execution and delivery of the Letter Agreement and such other related documents as may be necessary or appropriate to effect the Completion Date Extension.

Section 3. The Agency hereby re-authorizes and re-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 exemptions from sales and use taxes in an amount not to exceed \$ \$307,050.00, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, less the amount of Sales Tax Benefit utilized by the Company prior to the Original Completion Date, consistent with the policies of the Agency.

Section 4. Counsel to the Agency and Nixon Peabody LLP, Transaction Counsel to the Agency are hereby authorized and directed to prepare, for submission to the Agency, the Letter Agreement and all documents necessary to effect the Completion Date Extension described in the foregoing resolution.

Section 5. The Chairman, the Chief Executive Officer, and any member of the Agency are each hereby authorized and directed (i) to distribute copies of this resolution to the Company, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 6. This resolution shall take effect immediately.

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

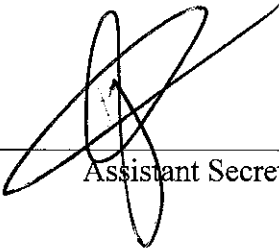
I, the undersigned Assistant Secretary of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on the 26th day of February, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 26th day of February, 2020.

By:  _____
Assistant Secretary

Date: May 17, 2019

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), held on the 17th day of May, 2019, at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738, the following members of the Agency were:

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

Recused:

Absent: Scott Middleton

Also Present: Lisa M. G. Mulligan, Chief Executive Officer

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 the authorization of the assignment and assumption of the Agency’s Pennysaver Solar, LLC 2019 Facility, the execution of documents with respect thereto and the continued leasing of the facility to C2 NY Brookhaven, LLC.

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

Voting Aye

Voting Nay

Braun
Callahan
Grucci
Pollakusky
Scheidt
Trotta

RESOLUTION OF THE TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE
ASSIGNMENT AND ASSUMPTION OF A CERTAIN
INDUSTRIAL DEVELOPMENT FACILITY TO C2 NY
BROOKHAVEN, LLC, A DELAWARE LIMITED LIABILITY
COMPANY 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, the Agency has previously provided its assistance to Pennysaver Solar, LLC, a Delaware limited liability company (the “**Original Company**”), in the acquisition of a long term ground leasehold interest in an approximately 6.4 acre portion of an approximately 70.0 acre parcel of land located at the parking lot of the Pennysaver Amphitheater, 55 Bicycle Path, Farmingville, New York 11738 (more particularly described as Suffolk County Tax Map No. 0200-571.00-03.00-040.000 and 0200-572.00-01.00-001.000) (the “**Land**”), owned by the Town of Brookhaven (the “**Town**”), and the construction of an approximately 2,336.34 kW (23.3634 MW) DC solar photovoltaic electric generating carport facility thereon (the “**Improvements**”), and the equipping thereof, including, but not limited to, approximately eighteen (18) steel carport canopies, approximately 6,772 345W solar photovoltaic panels, approximately five (5) 500 kW inverters, transformer stations, switch gear equipment and other electrical equipment (collectively, the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), which Facility is used by the Original Company to provide solar-generated energy to the residents of the Town (collectively, the “**Project**”); and

WHEREAS, the Agency previously acquired a subleasehold interest in the Land and a leasehold interest in the Improvements pursuant to a certain Company Lease Agreement, dated as of April 1, 2019 (the “**Company Lease**”), by and between the Original Company and the Agency and a memorandum of such Company Lease was recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Agency previously acquired title to the Equipment pursuant to a certain Bill of Sale, dated April 16, 2019 (the “**Bill of Sale**”), from the Original Company to the Agency; and

WHEREAS, the Agency currently sub-leases the Land, subleases the Improvements and leases the Equipment to the Original Company pursuant to a certain Lease and Project Agreement, dated as of April 1, 2019 (the “**Lease Agreement**”), by and between the Agency and the Original Company; and

WHEREAS, C2 NY Brookhaven, LLC, a limited liability company organized and existing under the laws of the State of Delaware or another entity formed or to be formed by C2 NY Brookhaven, LLC or the principals thereof (collectively, the “Assignee”), has now requested the Agency’s consent to the (i) assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Company Lease, the Lease Agreement and certain other agreements in connection with the Facility to the Assignee and the assumption by the Assignee of all of such rights, title, interest, duties, liabilities and obligations of the Original Company, and (ii) the release of the Original Company from any further liability with respect to the Facility, subject to certain requirements of the Agency, all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, to be dated as of May 1, 2019 or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Assignment and Assumption Agreement**”), by and among the Agency, the Original Company and the Assignee; and

WHEREAS, the Company Lease will be assigned by the Original Company to the Assignee pursuant to the Assignment and Assumption Agreement and the Company Lease will be amended pursuant to the Assignment and Assumption Agreement, and a memorandum of such Company Lease, as assigned and amended shall be recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Lease Agreement will be assigned by the Original Company to the Assignee pursuant to the Assignment and Assumption Agreement and the Lease Agreement will be amended pursuant to the Assignment and Assumption Agreement, and a memorandum of such Lease Agreement, as assigned and amended shall be recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Agency and the Assignee will enter into such other documents upon advice of counsel, in both form and substance, as may be reasonably required to effectuate the assignment and assumption of the Facility (together with the Assignment and Assumption Agreement, the “**Assignment Documents**”); and

WHEREAS, pursuant to Section 9.3 of the Lease Agreement, the Lease Agreement may be assigned by the Original Company, in whole or in part, with the prior written consent of the Agency; and

WHEREAS, subject to the execution and delivery of the Assignment and Assumption Agreement and the other required Assignment Documents, the Agency will consent to the assignment by the Original Company to the Assignee and the assumption by the Assignee of all of the Original Company’s rights, title, interest, duties, liabilities and obligations under the Company Lease, the Lease Agreement and the Facility and the Agency will thereafter sub-sublease, sublease and lease the Facility to the Assignee; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Assignee in the form of continued abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereto) pursuant to terms of the Lease Agreement and as assigned by the Original Company to the Assignee in accordance with the Assignment and Assumption Agreement, consistent with the policies of the Agency; and

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

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 Facility constitutes a “project”, as such term is defined in the Act; and

(c) The execution and delivery of the Assignment and Assumption Agreement and the leasing of the Facility to the Assignee will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven, Suffolk County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The execution and delivery of the Assignment and Assumption Agreement and the leasing of the Facility is reasonably necessary to induce the Assignee to complete the construction of the Facility and to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Assignee and counsel to the Assignee, 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) It is desirable and in the public interest for the Agency to lease the Facility to the Assignee; and

(g) It is desirable and in the public interest for the Agency to consent to the execution and delivery of the Assignment and Assumption Agreement providing for the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and

obligations under the Company Lease, the Lease Agreement and the Facility to the Assignee and the assumption by the Assignee of all of such rights, title, interest, duties, liabilities and obligations of the Original Company under the Company Lease, the lease Agreement and the Facility; and

(h) The Assignment and Assumption Agreement and the Assignment Documents to which the Agency is a party will be effective instruments whereby the Original Company will assign all of its rights, title, interest, duties, liabilities and obligations under the Company Lease, the Lease Agreement and the Facility to the Assignee and the Assignee will assume all of such rights, title, interest, duties, liabilities and obligations of the Original Company under the Company Lease, the lease Agreement and the Facility with the consent of the Agency.

Section 2. The Agency has assessed all material information included in connection with the Assignee's application for financial assistance, including but not limited to, the cost-benefit analysis prepared by the Agency and such information has provided the Agency a reasonable basis for its decision to provide the financial assistance described herein to the Assignee.

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Company Lease, the Lease Agreement and the Facility to the Assignee and the assumption by the Assignee of all of such rights, title, interest, duties, liabilities and obligations of the Original Company pursuant to the Assignment and Assumption Agreement, (ii) execute, deliver and perform the Assignment and Assumption Agreement, and (iii) execute and deliver the other Assignment Documents to which the Agency is a party.

Section 4. The Agency is hereby authorized to consent to the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Company Lease, the Lease Agreement and the Facility to the Assignee and the assumption by the Assignee of all of such rights, title, interest, duties, liabilities and obligations of the Original Company pursuant to the Assignment and Assumption 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 assignment and assumption are hereby approved, ratified and confirmed.

Section 5. The Agency hereby authorizes and approves the following economic benefits to be granted to the Assignee in the in the form of continued abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereto) pursuant to the terms of the Lease Agreement and as assigned by the Original Company to the Assignee in accordance with the Assignment and Assumption Agreement, consistent with the policies of the Agency.

Section 6. The Assignee is hereby notified that it will be required to comply with Section 875 of the Act. The Assignee shall be required to agree to the terms of Section 875 pursuant to the Lease Agreement, as assigned and amended. The Assignee is further notified

that the tax exemptions and abatement provided pursuant to the Act are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement.

Section 7. The form and substance of the Assignment and Assumption Agreement and the Assignment Documents to which the Agency is a party (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 8.

(a) The Chairman, the Chief Executive Officer of the Agency or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Assignment and Assumption Agreement and the other Assignment Documents to which the Agency is a party, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, the Chief Executive Officer of the Agency 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, the Chief Executive Officer of the Agency or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, the Chief Executive Officer of the Agency 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 9. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 10. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Assignee. The Assignee 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 11. This resolution shall take effect immediately.

ADOPTED: May 17, 2019

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), including the resolutions contained therein, held on the 17th day of May, 2019, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 17th day of May, 2019.

By:  _____
Assistant Secretary

EXHIBIT A

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), Sachem Central School District, Suffolk County and Appropriate Special Districts

Definitions:

Normal Tax Due = Those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Brookhaven (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Sachem Central School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption.

| <u>Year</u> | <u>Payment</u> |
|-------------|-------------------|
| 1 | 0% Normal Tax Due |
| 2 | 0% Normal Tax Due |
| 3 | 0% Normal Tax Due |
| 4 | 0% Normal Tax Due |
| 5 | 0% Normal Tax Due |
| 6 | 0% Normal Tax Due |
| 7 | 0% Normal Tax Due |
| 8 | 0% Normal Tax Due |
| 9 | 0% Normal Tax Due |
| 10 | 0% Normal Tax Due |
| 11 | 0% Normal Tax Due |
| 12 | 0% Normal Tax Due |
| 13 | 0% Normal Tax Due |
| 14 | 0% Normal Tax Due |
| 15 | 0% Normal Tax Due |
| 16 | 0% Normal Tax Due |
| 17 | 0% Normal Tax Due |
| 18 | 0% Normal Tax Due |
| 19 | 0% Normal Tax Due |
| 20 | 0% Normal Tax Due |

PILOT Payments shall be allocated among the Taxing Authorities in proportion to the amount of real property tax and other taxes which would have been received by each Taxing Authority if the Facility was owned by the Company exclusive of the Agency's leasehold interest.

All annual PILOT Payments as described above shall be payable in two equal semi-annual installments on or prior to January 31 and May 31 of each year of the Lease Term or on such other due dates as may be established from time to time during the Lease Term.

Date: June 19, 2019

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), held on the 19th day of June, 2019, at 1 Independence Hill, 3rd Floor, Farmingville, New York 11738, the following members of the Agency were:

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

Recused:

Absent: Scott Middleton

Also Present: Lisa M. G. Mulligan, Chief Executive Officer

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take further action on certain matters pertaining to the assignment and assumption of the Agency’s Pennysaver Solar, LLC 2019 Facility and the continued leasing of the facility to C2 NY Brookhaven, LLC.

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

Voting Aye

Voting Nay

Braun
Callahan
Grucci
Pollakusky
Scheidt
Trotta

AMENDED RESOLUTION OF THE TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE
ASSIGNMENT AND ASSUMPTION OF A CERTAIN
INDUSTRIAL DEVELOPMENT FACILITY TO C2 NY
BROOKHAVEN, LLC, A DELAWARE LIMITED LIABILITY
COMPANY 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, the Agency has previously provided its assistance to Pennysaver Solar, LLC, a Delaware limited liability company (the “**Original Company**”), in the acquisition of a long term ground leasehold interest in an approximately 6.4 acre portion of an approximately 70.0 acre parcel of land located at the parking lot of the Pennysaver Amphitheater, 55 Bicycle Path, Farmingville, New York 11738 (more particularly described as Suffolk County Tax Map No. 0200-571.00-03.00-040.000 and 0200-572.00-01.00-001.000) (the “**Land**”), owned by the Town of Brookhaven (the “**Town**”), and the construction of an approximately 2,336.34 kW (23.3634 MW) DC solar photovoltaic electric generating carport facility thereon (the “**Improvements**”), and the equipping thereof, including, but not limited to, approximately eighteen (18) steel carport canopies, approximately 6,772 345W solar photovoltaic panels, approximately five (5) 500 kW inverters, transformer stations, switch gear equipment and other electrical equipment (collectively, the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), which Facility is used by the Original Company to provide solar-generated energy to the residents of the Town (collectively, the “**Project**”); and

WHEREAS, the Agency previously acquired a subleasehold interest in the Land and a leasehold interest in the Improvements pursuant to a certain Company Lease Agreement, dated as of April 1, 2019 (the “**Company Lease**”), by and between the Original Company and the Agency and a memorandum of such Company Lease was recorded in the Suffolk County Clerk’s office; and

WHEREAS, the Agency previously acquired title to the Equipment pursuant to a certain Bill of Sale, dated April 16, 2019 (the “**Bill of Sale**”), from the Original Company to the Agency; and

WHEREAS, the Agency currently sub-leases the Land, subleases the Improvements and leases the Equipment to the Original Company pursuant to a certain Lease and Project Agreement, dated as of April 1, 2019 (the “**Lease Agreement**”), by and between the Agency and the Original Company; and

WHEREAS, pursuant to a resolution adopted on May 17, 2019 (the “**Authorizing Resolution**”), the agency authorized the assignment by the Original Company to C2 NY Brookhaven, LLC, a limited liability company organized and existing under the laws of the State of Delaware or another entity formed or to be formed by C2 NY Brookhaven, LLC or the principals thereof (collectively, the “**Assignee**”), of all of its rights, title, interest, duties, liabilities and obligations under the Company Lease, the Lease Agreement and certain other agreements in connection with the Facility to the Assignee and the assumption by the Assignee of all of such rights, title, interest, duties, liabilities and obligations of the Original Company, and the release of the Original Company from any further liability with respect to the Facility; and

WHEREAS, pursuant to the Authorizing Resolution, the Agency authorized the provision of financial assistance to the Assignee in the form of continued abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A to the Authorizing Resolution) pursuant to terms of the Lease Agreement and as assigned by the Original Company to the Assignee in accordance with the Assignment and Assumption Agreement, consistent with the policies of the Agency; and

WHEREAS, subsequent to the Authorizing Resolution, the Assignee amended its application for assistance, dated May 14, 2019 (the “**Application**”), to reflect the Assignee’s request for further financial assistance in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$4,940,000 but not to exceed \$6,000,000 in connection with the financing of the acquisition, construction and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping the Facility, and (ii) exemptions from sales and use taxes in an approximate amount not to exceed \$307,050, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility (the “**Sales Tax Benefit**”); and

WHEREAS, a supplemental public hearing (the “**Hearing**”) was held on June 10, 2019 and notice of the Hearing was given and such notice (together with proof of publication) together with the minutes of the Hearing are in substantially in the form annexed hereto as Exhibits A and B respectively; and

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

WHEREAS, the Agency intends to amend the Authorizing Resolution in order to reflect that the Agency contemplates that it will provide further financial assistance to the Assignee in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$4,940,000 but not to exceed \$6,000,000 in connection with the financing of the acquisition, construction and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping the Facility, (ii) exemptions from sales and use taxes in an approximate amount not to exceed \$307,050, less any amount of Sales Tax Benefit

previously used by the Original Company, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, all 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, the Agency ratifies and confirms all terms contemplated under the Authorizing Resolution, as amended by this Amended Authorizing Resolution, including the Agency Documents (as defined therein); and

WHEREAS, the Original Company and the Assignee 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 Assignment and Assumption Agreement (as defined in the Authorizing Resolution).

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

Section 2. The Agency hereby amends the Authorizing Resolution to grant additional financial assistance to the Assignee in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$4,940,000 but not to exceed \$6,000,000 in connection with the financing of the acquisition, construction and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping the Facility, (ii) exemptions from sales and use taxes in an approximate amount not to exceed \$307,050, less any amount of Sales Tax Benefit previously used by the Original Company, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility. The Authorizing Resolution shall continue to have the same force and effect except as modified hereby.

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 subleasing and leasing of the Facility to the Assignee, 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 and the provision of additional financial assistance in the form of exemptions of mortgage recording taxes and the

Sales Tax Benefit is reasonably necessary to induce the Assignee to maintain and expand its business operations in the State of New York.

Section 4. In connection with the Facility, the Agency hereby authorizes and approves the following additional financial benefits to be granted to the Assignee in connection with the acquisition, construction and equipping of the Facility in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$4,940,000 but not to exceed \$6,000,000 in connection with the financing of the acquisition, construction and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping the Facility, (ii) exemptions from sales and use taxes in an approximate amount not to exceed \$307,050, less any amount of Sales Tax Benefit previously used by the Original Company, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, all consistent with the policies of the Agency.

Section 5. The Agency hereby ratifies and confirms all terms contemplated by the Authorizing Resolution, as amended by this Amended Authorizing Resolution, including the Agency Documents.

Section 6. This resolution shall take effect immediately.

ADOPTED: June 19, 2019

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 (the “**Agency**”) on the 10th day of June, 2019, at 10:00 a.m. local time, at Town of Brookhaven Town Hall, 1 Independence Hill, Farmingville, New York 11738, in connection with the following matters:

The Agency previously provided its assistance to Pennysaver Solar, LLC, a Delaware limited liability company (the “**Original Company**”), in the acquisition of a long term ground leasehold interest in an approximately 6.4 acre portion of an approximately 70.0 acre parcel of land located at the parking lot of the Pennysaver Amphitheater, 55 Bicycle Path, Farmingville, New York 11738 (more particularly described as Suffolk County Tax Map No. 0200-571.00-03.00-040.000 and 0200-572.00-01.00-001.000) (the “**Land**”), owned by the Town of Brookhaven (the “**Town**”), and the construction of an approximately 2,336.34 kW (23.3634 MW) DC solar photovoltaic electric generating carport facility thereon (the “**Improvements**”), and the equipping thereof, including, but not limited to, approximately eighteen (18) steel carport canopies, approximately 6,772 345W solar photovoltaic panels, approximately five (5) 500 kW inverters, transformer stations, switch gear equipment and other electrical equipment (collectively, the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), which Facility is presently leased by the Agency to the Company to be used by the Company to provide solar-generated energy to the residents of the Town (the “**Project**”).

C2 NY Brookhaven, LLC, a Delaware limited liability company, on behalf of itself and/or the principals of C2 NY Brookhaven, LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the “**Company**”) has submitted its application for financial assistance (the “**Application**”), to the Agency and requested the Agency’s consent to the assignment by the Original Company of all of its rights, title, interest and obligations under the Company Lease, dated as of April 1, 2019 (the “**Company Lease**”), and the Lease and Project Agreement, dated as of April 1, 2019 (the “**Lease Agreement**”), each by and between the Agency and the Original Company, and certain other agreements in connection with the Facility to the Company, and the assumption by the Company of all of such rights, title, interest and obligations of the Original Company, and the release of the Original Company from any future liability incurred after the date of the assignment with respect to the Facility subject to certain requirements of the Agency. The Facility was and continues to be initially owned, operated and/or managed by the Original Company, and after the assignment of the Company Lease and the Lease Agreement, the Facility will be initially owned, operated and/or managed by the Company.

The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from mortgage recording taxes in connection with the financing or

any subsequent refinancing of the Facility, exemptions from sales and use taxes and continued 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: May 28, 2019

TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY

By: Lisa MG Mulligan
Title: Chief Executive Officer

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON
JUNE 10, 2019

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
(PENNSAVER SOLAR, LLC 2019 FACILITY)

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

Section 2. Lisa MG Mulligan then appointed herself the hearing officer of the Agency, to record the minutes of the hearing.

Section 3. The hearing officer then described the proposed transfer of the real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility as follows:

The Agency previously provided its assistance to Pennysaver Solar, LLC, a Delaware limited liability company (the “**Original Company**”), in the acquisition of a long term ground leasehold interest in an approximately 6.4 acre portion of an approximately 70.0 acre parcel of land located at the parking lot of the Pennysaver Amphitheater, 55 Bicycle Path, Farmingville, New York 11738 (more particularly described as Suffolk County Tax Map No. 0200-571.00-03.00-040.000 and 0200-572.00-01.00-001.000) (the “**Land**”), owned by the Town of Brookhaven (the “**Town**”), and the construction of an approximately 2,336.34 kW (23.3634 MW) DC solar photovoltaic electric generating carport facility thereon (the “**Improvements**”), and the equipping thereof, including, but not limited to, approximately eighteen (18) steel carport canopies, approximately 6,772 345W solar photovoltaic panels, approximately five (5) 500 kW inverters, transformer stations, switch gear equipment and other electrical equipment (collectively, the “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), which Facility is presently leased by the Agency to the Company to be used by the Company to provide solar-generated energy to the residents of the Town (the “**Project**”).

C2 NY Brookhaven, LLC, a Delaware limited liability company, on behalf of itself and/or the principals of C2 NY Brookhaven, LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the “**Company**”) has submitted its application for financial assistance (the “**Application**”), to the Agency and requested the Agency’s consent to the assignment by the Original Company of all of its rights, title, interest and obligations under the Company Lease, dated as of April 1, 2019 (the “**Company Lease**”), and the

Lease and Project Agreement, dated as of April 1, 2019 (the “**Lease Agreement**”), each by and between the Agency and the Original Company, and certain other agreements in connection with the Facility to the Company, and the assumption by the Company of all of such rights, title, interest and obligations of the Original Company, and the release of the Original Company from any future liability incurred after the date of the assignment with respect to the Facility subject to certain requirements of the Agency. The Facility was and continues to be initially owned, operated and/or managed by the Original Company, and after the assignment of the Company Lease and the Lease Agreement, the Facility will be initially owned, operated and/or managed by the Company.

The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes and continued abatement of real property taxes, consistent with the policies of the Agency.

Section 4. The hearing officer then opened the hearing for comments from the floor for or against the proposed transfer of real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility. The following is a listing of the persons heard and a summary of their views:

N/A

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

