

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY

(TOWN OF BROOKHAVEN, NEW YORK)

and

FTS PROJECT OWNER 2, LLC

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Town of Brookhaven Industrial Development Agency
(FTS Project Owner 2, LLC 2015 Facility)

Dated as of October 1, 2015

Town of Brookhaven, Shoreham-Wading River Central School District, Suffolk County

Property Address: 112 State Route 25A, Shoreham,
Town of Brookhaven, New York

Tax Map Number: 104.00-02.00-p/o 021.004

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of October 1, 2015 (this “**PILOT Agreement**”), is by and among FTS PROJECT OWNER 2, LLC, a limited liability company, organized and existing under the laws of the state of Delaware and authorized to transact business in the State of New York, having an office at 2180 South 1300 East, Suite 600, Salt Lake City, Utah 84106 (the “**Company**”) and the TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 (the “**Agency**”).

RECITALS:

WHEREAS, the Agency was created by Chapter 47 of the Laws of 1974 of the State of New York, as amended, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (collectively, the “**Act**”); and

WHEREAS, the Agency has agreed to assist in 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; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency’s agent, to construct and equip the Facility in accordance with the Plans and Specifications; and

WHEREAS, the Company has agreed to lease the Land and the Improvements to the Agency pursuant to the terms of a Company Lease Agreement, dated as of October 1, 2015 (the “**Company Lease**”), by and between the Company, as lessor, and the Agency, as lessee; and

WHEREAS, the Company has agreed to transfer title to the Facility Equipment to the Agency pursuant to a Bill of Sale, dated the Closing Date (the “**Bill of Sale**”); and

WHEREAS, the Agency has agreed to lease and sublease the Facility to the Company pursuant to the Lease Agreement, dated as of October 1, 2015 (the “**Lease Agreement**”), between the Agency, as lessor and sublessor, and the Company, as lessee and sublessee, such that a leasehold interest or title to the Facility will remain with the Agency throughout the Lease Term (as such term is defined in the Lease Agreement); and

WHEREAS, the Agency and the Company have agreed to enter into a Recapture Agreement, dated as of October 1, 2015 (the “**Recapture Agreement**”), pursuant to which the Agency has the right to recapture certain economic benefits and assistance granted to the Company upon the terms and conditions set forth in the Recapture Agreement; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes and assessments imposed upon real property owned by it, or under its jurisdiction or control or supervision, 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 or may be wholly or partially located) which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the Town of Brookhaven, any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located, Shoreham-Wading River Central School District, Suffolk County and appropriate special districts (hereinafter the “**Taxing Authorities**”) in which any part of the Facility is or is to be located.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants herein contained, it is mutually agreed as follows:

1. (a) As long as the Lease Agreement is in effect, the Company agrees to make payments in lieu of all real estate taxes and assessments (in addition to paying all special ad valorem levies, special assessments or Special District Taxes and service charges against real property located in the Town of Brookhaven, Shoreham-Wading River Central School District, Suffolk, New York (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located) which are or may be imposed for special improvements or special district improvements) which would be levied upon or with respect to the Facility if the Facility were owned by the Company exclusive of the Agency’s leasehold interest therein (the “**Taxes on the Facility**”). The amounts of such payments are set forth herein.

(b) After the effective date of this PILOT Agreement and until the provisions of paragraph 1(c) become effective, the Company shall pay, as payments-in-lieu-of-taxes and assessments, one hundred percent (100%) of the taxes and assessments that would be levied upon the Facility by the respective Taxing Authorities.

(c) Commencing with the 2016/2017 tax year, the Company shall pay, as payments in lieu of taxes and assessments, the amounts set forth on Exhibit A attached hereto and made a part hereof.

(d) The Company shall pay, or cause to be paid, the amounts set forth in paragraphs 1(a) through (c) above, as applicable, after receipt of tax bills or PILOT bill from the Agency or the Taxing Authorities, as the case may be. Failure to receive a tax bill or

PILOT bill shall not relieve the Company of its obligations to make all payments provided for hereunder. If, for any reason, the Company does not receive an appropriate tax bill or PILOT bill, the Company shall have the responsibility and obligation to make all reasonable inquiries to the Agency or the Taxing Authorities and to have such a bill issued, and thereafter to make payment of the same no later than the due dates provided therein. Payments shall be made directly to the Agency unless directed by the tax bill or PILOT bill to the Taxing Authorities. Payments made after the due date(s) as set forth in the applicable tax bills or PILOT bill shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Taxing Authorities and as further provided in the General Municipal Law, including Section 874(5) thereof, which currently provides for an initial penalty of five percent (5%) of the amount due and an additional penalty of one percent (1%) per month on payments more than one month delinquent. Anything contained in this paragraph (d) to the contrary notwithstanding, the Company shall have the obligation to make all annual payments required by this paragraph (other than payments of penalties, if any) in two equal semi-annual installments on or prior to January 10 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.

(e) During the term of this PILOT Agreement, the Company shall continue to pay all special ad valorem levies, special assessments and service charges levied against the Facility for special improvements or special district improvements.

(f) In the event that any structural addition shall be made to the building or buildings included in the Facility subsequent to the Completion Date, or any additional building or improvement shall be constructed on the real property described on Exhibit B hereto (such structural additions, buildings and improvements being referred to hereinafter as “**Additional Facilities**”), the Company agrees to make additional payments in lieu of taxes to the Taxing Authorities in amounts equal to the product of the then current ad valorem tax rates which would be levied upon or with respect to the Additional Facilities by the Taxing Authorities if the Additional Facilities were owned by the Company and not subject to a lease to the Agency times the assessment or assessments for the Additional Facilities established for that tax year by the Town of Brookhaven. All other provisions of this PILOT Agreement shall apply to this obligation for additional payments.

2. In the event that the Agency’s leasehold interest in the Facility or any part thereof is terminated at such time in reference to any taxable status date as to make it impossible to place such Facility or part thereof on the tax rolls of the Town of Brookhaven, Shoreham-Wading River Central School District, Suffolk County, any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be wholly or partially located, or appropriate special districts, as the case may be, by such taxable status date, the Company hereby agrees to pay, at the first time taxes or assessments are due following the taxable status date on which such Facility or part thereof is placed on the tax rolls, an amount equal to the taxes or assessments which would have been levied on such Facility or part thereof had it been on the tax rolls from the time the Agency’s leasehold interest in the Facility was terminated until the date of the tax rolls following the taxable status date as of which such Facility or part thereof is placed on the tax rolls. There shall be deducted from such amount any amounts previously paid pursuant to

this PILOT Agreement by the Agency or the Company to the respective Taxing Authorities relating to any period of time after the date of termination of the Lease Agreement. The provisions of this paragraph 2 shall survive the termination or expiration of the Lease Agreement. Any rights the Company may have against its respective designees are separate and apart from the terms of this paragraph 2.

3. In the event the Facility or any part thereof is declared to be subject to taxation for taxes or assessments by an amendment to the Act or other legislative change or by a final judgment of a court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

4. In the event the Company shall enter into a subsequent PILOT agreement or agreements with respect to the Taxes on the Facility directly with any or all Taxing Authorities in the jurisdiction of which the Facility is located, the obligations of the Company hereunder, which are inconsistent with such future PILOT agreement or agreements, shall be superseded and shall, to such extent, be null and void.

5. As long as this PILOT Agreement is in effect, the Agency and the Company agree that (i) the Company shall be deemed to be the owner of the Facility and of the Additional Facilities for purposes of instituting, and shall have the right to institute, judicial review of an assessment of the real estate with respect to the Facility and the Additional Facilities pursuant to the provisions of Article 7 of the Real Property Tax Law or any other applicable law, as the same may be amended from time to time, and (ii) the Agency shall request the Assessor of the Town of Brookhaven, or any other assessor having jurisdiction to assess the Facility, to take into consideration the value of surrounding properties of like character when assessing the Facility. Notwithstanding the foregoing, in the event that the assessment of the real estate with respect to the Facility and the Additional Facilities is reduced as a result of any such judicial review so that such complaining party would be entitled to receive a refund or refunds of taxes paid to the respective Taxing Authorities, if such complaining party were the owner of the Facility and the Additional Facilities exclusive of the Agency's leasehold interest therein, such complaining party shall not be entitled to receive a refund or refunds of the payments-in-lieu-of-taxes paid pursuant to this PILOT Agreement or a reduction in the amounts payable pursuant to this PILOT Agreement. The Company shall deliver to the Agency copies of all notices, correspondence, claims, actions and/or proceedings brought by or against the Company in connection with any reassessment of the Facility, reduction of taxes with respect to the Facility or tax certiorari proceedings with respect to the Facility.

6. The Company, in recognition of the benefits provided under the terms of this PILOT Agreement, including, but not limited to, the payments in lieu of taxes set forth in Exhibit A hereto, and for as long as the Lease Agreement is in effect, expressly waives any rights it may have for any exemption under Section 485-b of the Real Property Tax Law or any other exemption under any other law or regulation (except, however, for the exemption provided by Title 1 of Article 18-A of the General Municipal Law) with respect to the Facility. The Company, however, reserves any such rights with respect to all special ad

valorem levies, special assessments, or Special District Taxes and service charges levied against the Facility as referred to in paragraph 1(e) and the Additional Facilities as referred to in paragraph 1(f) and with respect to the assessment and/or exemption of the Additional Facilities.

7. Reserved.

8. Except as otherwise provided herein, any notice required to be given under this PILOT Agreement shall be deemed to have been duly given when delivered and shall be either delivered personally or sent by certified mail, return receipt requested, or delivered by any national overnight express delivery service (in each case, postage or delivery charges paid by the party giving such communication) addressed as follows or to such other address as any party may specify in writing to the other:

To the Agency:

Town of Brookhaven Industrial Development Agency
1 Independence Hill, 2nd Floor
Farmingville, New York 11738
Attention: Chief Executive Officer

With a copy to:

Town of Brookhaven, Town Attorney's Office
1 Independence Hill, 3rd Floor
Farmingville, New York 11738
Attention: Annette Eaderesto, Esq.

To the Company:

FTS Project Owner 2, LLC
2180 South 1300 East, Suite 600
Salt Lake City, Utah 84106
Attention: Sean McBride, General Counsel

With a copy to:

Weber Law Group LLP
290 Broadhollow Road, Suite 200E
Melville, New York 11747-4818
Attention: Garrett L. Gray, Esq.

Notice by mail shall be effective when delivered but if not yet delivered shall be deemed effective at 12:00 p.m. on the third Business Day after mailing with respect to certified mail, return receipt requested, and one Business Day after mailing with respect to overnight mail.

9. Failure by the Agency in any instance to insist upon the strict performance of any one or more of the obligations of the Company under this PILOT Agreement, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver by the Agency of any of the Company's defaults or breaches hereunder or of any of the rights and remedies of the Agency by reason of such defaults or breaches, or a waiver or relinquishment of any or all of the Company's obligations hereunder. No waiver, amendment, release or modification of this PILOT Agreement shall be established by conduct, custom or course of dealing. Further, no payment by the Company or receipt by the Agency of a lesser amount than or different manner from the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency may accept any checks or payments as made without prejudice to the right to recover the balance or pursue any other remedy in this PILOT Agreement or otherwise provided at law or in equity.

10. This PILOT Agreement shall become effective immediately as of the date of execution hereof; provided however, the payments under 1(c) hereof and Exhibit A shall commence with the 2016/2017 tax year. All taxes, assessments, special assessments, service charges, special ad valorem levies or similar tax equivalents due or to become due based upon prior taxable status dates shall be paid by the Company when due. Upon termination of the Lease Agreement, this PILOT Agreement shall terminate.

11. Whenever the Company fails to comply with any provision of this PILOT Agreement, the Agency may, but shall not be obligated to, take whatever action at law or in equity may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this PILOT Agreement. The Agency agrees to notify the Company in writing of any failure by the Company to comply with any provision of this PILOT Agreement and shall provide the Company with the opportunity to cure such failure within thirty (30) days after receipt by the Company of such notice.

12. This PILOT Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

13. The Company agrees to hold the Agency harmless from and against any liability arising from any default by the Company in performing their respective obligations hereunder or any expense incurred under this PILOT Agreement, including any expenses of the Agency, including without limitation, reasonable attorneys' fees.

14. This PILOT Agreement may be modified only by a written instrument duly executed by the parties hereto.

15. This PILOT Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, distributees and assigns.

16. Except as provided in paragraphs 3 and 4, if any provision of this PILOT Agreement and except for those contained in paragraph 1, shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.


17. The failure or breach by the Company and the Sublessee to pay amounts due and owing under this PILOT Agreement for a period of thirty (30) days following written notice or to promptly and fully perform any of its obligations hereunder for a period of thirty (30) days after notice shall constitute an Event of Default under this PILOT Agreement, whereupon the Agency may terminate this PILOT Agreement by written notice to the Company. Upon the occurrence and continuation of any Event of Default hereunder, this PILOT Agreement shall terminate and the Agency shall terminate the Lease Agreement pursuant to Section 10.2(a)(ii) thereof and subject to the provisions of the Recapture Agreement.

18. All capitalized terms used in this PILOT Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Schedule of Definitions attached to the Lease Agreement, which definitions are incorporated herein and made a part hereof.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the date first written above.

FTS PROJECT OWNER 2, LLC,
a Delaware limited liability company

By: 
Name: Ryan Creamer Steve Creamer
Title: Chief Executive Officer
Authorized Person

**TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY**

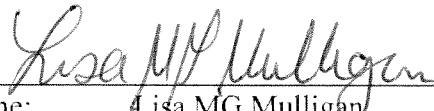
By: 
Name: Lisa MG Mulligan
Title: Chief Executive Officer

EXHIBIT A

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

EXHIBIT B

Legal Description of Real Property

ALL that certain plot, piece or parcel of land situate, lying, and being at Shoreham, the Town of Brookhaven, County of Suffolk and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of Miller Avenue, said point being distant 565.00 feet northerly from the intersection of the easterly side of Miller Avenue and the northerly side of Cooper Street;

RUNNING THENCE along the easterly side of Miller Avenue, North $06^{\circ} 05' 47''$ West, 1,963.29 feet;

THENCE North $53^{\circ} 54' 13''$ East, 228.00 feet;

THENCE North $06^{\circ} 05' 47''$ West, 546.30 feet to the southerly side of Sound Avenue (S.R. 25A);

Thence along the southerly side of Sound Avenue (S.R. 25A) the following two (2) courses and distances:

1. South $82^{\circ} 21' 40''$ East, 392.07 feet;
2. Along an arc of a curve bearing to the left having a radius of 8,056.00 feet a distance of 250.15 feet;

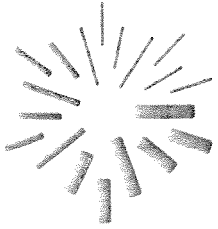
THENCE South $07^{\circ} 36' 20''$ West, 162.84 feet;

THENCE South $82^{\circ} 23' 40''$ East, 303.07 feet;

THENCE South $06^{\circ} 38' 43''$ East, 1,569.03 feet;

THENCE South $06^{\circ} 17' 16''$ East, 682.22 feet;

THENCE Due West 1,132.33 feet to the easterly side of Miller Avenue and **THE POINT OR PLACE OF BEGINNING.**



**NIXON
PEABODY**

NIXON PEABODY LLP
ATTORNEYS AT LAW

NIXONPEABODY.COM
@NIXONPEABODYLLP

Elizabeth A. Wood
Paralegal
T 585-263-1391
F 866-630-4139
ewood@nixonpeabody.com

Nixon Peabody LLP
1300 Clinton Square
Rochester, NY 14604-1792
585-263-1000

January 14, 2016

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

James Ryan, Sole Assessor
Town of Brookhaven
One Independence Hill
Farmingville, New York 11738

RE: Town of Brookhaven Industrial Development Agency (“**Agency**”)
(FTS Project Owner 2, LLC 2015 Facility)

Dear Mr. Ryan:

Enclosed, please find a completed Form RP 412-a Application for Real Property Tax Exemption with respect to the above-referenced transaction, which closed on January 13, 2016.

Also enclosed are copies of (i) the Payment-in-Lieu-of-Tax Agreement (the “**PILOT Agreement**”), (ii) the Recapture Agreement (the “**Recapture Agreement**”), and (iii) the Company Lease (the “**Company Lease**”), each dated as of October 1, 2015. The Recapture Agreement and a memorandum of Company Lease have been submitted for recording in the Suffolk County Clerk’s office.

Also enclosed is a copy of the Omnibus Closing Certificate reflecting that the documents are dated as of October 1, 2015, however, the transaction is effective January 13, 2016.

Please contact us office should you have any questions. Thank you.

Very truly yours,

Elizabeth A. Wood
Paralegal

Enclosures

cc: Attached Distribution List (w/encls.)

Distribution List

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Hon. Steven Bellone
Suffolk County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-0099

Hon. Edward R. Romaine
Town Supervisor
Town of Brookhaven
One Independence Hill
Farmingville, New York 11738

Stephen R. Cohen, Ph.D.
Superintendent of Schools
Shoreham-Wading River Central School District
250B Route 25A
Shoreham, New York 11786

FIRST CLASS MAIL

Lisa MG Mulligan
Chief Executive Officer
Town of Brookhaven Industrial
Development Agency
One Independence Hill, 3rd Floor
Farmingville, New York 11738

Annette Eaderesto, Esq.
Town Attorney
Town of Brookhaven
One Independence Hill, 3rd Floor
Farmingville, New York 11738



NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Town of Brookhaven Industrial Development Agency
Street 1 Independence Hill, 2nd Floor
City Farmingville
Telephone no. Day (631) 451-6563
Evening ()
Contact Lisa MG Mulligan
Title Chief Executive Officer

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name FTS Project Owner 2, LLC
Street 2180 South 1300 East, Suite 600
City Salt Lake City 84104
Telephone no. Day (415) 692-7733
Evening ()
Contact Ryan Creamer
Title Chief Executive Officer

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 104.00-02.00-p/o 021.004
b. Street address 112 State Route 25A
c. City, Town or Village Brookhaven
d. School District Wading River East Shoreham Central SD
e. County Suffolk
f. Current assessment unavailable
g. Deed to IDA (date recorded; liber and page) N/A See #5e

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) construction of an app 9.5 MW solar array, and the equipping thereof, including, but not limited approximately photovoltaic modules, racking systems, and inverters to be used by the Company as a solar electric generating facility
b. Type of construction N/A
c. Square footage app. sq ft
d. Total cost app \$25,800,000
e. Date construction commenced unknown
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) 11/30/2036

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment see attached "PILOT Agreement"

b. Projected expiration date of agreement 11/30/2036

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Suffolk</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Brookhaven</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____		
School District <u>Wading River</u>	<input checked="" type="checkbox"/>	
<u>Shoreham Central SE</u>		

d. Person or entity responsible for payment

Name Ryan Creamer
 Title Chief Executive Officer
 Address 2180 South 1300 East, Suite 600
Salt Lake City UT 84106

e. Is the IDA the owner of the property? Yes/No (circle one)
If "No" identify owner and explain IDA rights or interest in an attached statement.

Telephone 415-692-7733

The Agency acquired a leasehold interest in the property from a Company Lease, dated as of October 1, 2015.

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted: exemption _____ assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 01/14/16 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Lisa MG Mulligan, Chief Executive Officer of _____
 Name Title
Town of Brookhaven Industrial Development Agency hereby certify that the information
 Organization

on this application and accompanying papers constitutes a true statement of facts.

October 21, 2015
Date


Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature