# I. Applicant Information

Company Name: Pearl Solar II, LLC	
Address: 3250 Ocean Park Blvd Ste 355	
City / Town: Santa Monica State:	CA <b>Zip:</b> 90405
Phone No.: 518-982-2290	Fax No.:
Email Address: ben.broder@ccrenew.com	Fed. ld. No.: 32-0530716
SIC Code (https://www.osha.gov/pls/imis/si	csearch.html):
NAICS Code (http://www.naics.com): 221	14
Contact Person: Benjamin Broder	
Principal Owners / Officers / Directors: (list ownership)	owners with 15% or more in equity holdings with percentage
Cypress Creek Holdings, Member Name & Title	
Name & Title	
Corporate Structure (attach schematic if Applicant is a Form of Entity: C Corp S Corp Sole Proprie	☐ Partnership X LLC
If a corporation, partnership, limited liability cor	npany/partnership or Not for Profit:
What is the date of the establishment 12/17/20 organization, is the Applicant authorized to do	15, Place of organization <u>Delaware</u> and, if a foreign pusiness in the State of New York? Yes
Applicant's Counsel: Patrick Leibach	
Address: 2250 Osser Bark Blad	
Address: 3250 Ocean Park Blvd	
City / Town: Santa Monica	State CA Zip: 90405
Phone No.: (c) 202-841-5658	Fax No ·

### II. Project Information

Is any of the information contained herein considered trade secrets? X Yes Note: AGENCY will protect said trade secret information herein but reserves the right to disclose certain summary information from this application (i.e. total facility s/f, total capital investment, total job creation, top level wage information et. Al.) As a part of its project summary disclosure related to the AGENCY board's public vote required and resulting from said application.  Projected Costs, Sources of Funding, Revenues.  2901 Pearl St. Road, Batavia, NY 14020 Address Town Zip  Current Assessed Value of Property \$ 34,764 Tax Map # 102-47.2 (not required if project is for equipment purchases only)
2901 Pearl St. Road, Batavia, NY 14020 Address Town Zip  Current Assessed Value of Property \$ 34,764 Tax Map # 102-47.2
Address Town Zip  Current Assessed Value of Property \$ 34,764 Tax Map # 102-47.2
Current Assessed Value of Property \$ 34,764 Tax Map # 102-47.2 (not required if project is for equipment purchases only)
Square footage of existing buildingS/F
Square footage of new / renovated build S/F
Total Square FootageS/F
Estimated Project Costs / Project Capital Investment:
Land and Building
\$ (Purchase Value of land and/or building incl. engineering, architect and blue print fees)
Other Equipment
\$(\$ Value of sales taxable equip = Furniture/Fixtures, Computers, Lockers)
Tot. Cap Invest:
\$ <u>3,176,400</u> (Sum all lines above)
Estimated Public and Private Sources of Funds for Project Costs:
Bonds: \$
Bank Financing:
Equity: \$
Mortgage Amount on this Project: \$  Total Amount Financed \$ Describe:
Total Amount Financed \$ Describe:  Estimated percentage of costs financed from public sector (grants, bonds, and GCEDC/GGLDC loan fund divided by total of all sources of funds):

# III. Project Employment Information

**Note: F	llease use full time equiva	lents, approximately <b>Two</b> part time is	s equivalent to <b>One</b> full time.(Attach ad	ditional sheets as necessary)
E1) Cu	rrent number of full ti	me equivalent employees (pr	ior to project): 23 (construction)	_
E2) Est	timate how many full	time/ part-time jobs will be re	tained as a result of this Proje	ct over the next three years:_
	<u>F</u> ull <u>T</u> ime (FT)	Part- <u>T</u> ime (P1	「) ** Total <u>F</u> u	ll <u>T</u> ime <u>E</u> quivalents (FTE)
1	*Please note retained be attached to this appl		most recent NYS MN-45 quarterly	report, a copy of which should
E3) Wh	at is the average est	imated (annual) salary range	of jobs to be retained(at curre	to nt market rates)
Numb	er of jobs	Job Title	Estimated salary/range	Hours per week
*Hours/s	alary based on expecte	ed labor demands across multiple	e projects in geographic region.	
E4) Esti	mate how many full t	ime/ part-time jobs will be <b>cr</b> e	eated as a result of this Project	over the next three years:
<u>F</u> ull <u>T</u> ime	e (FT) <u>P</u> ar	t- <u>T</u> ime (PT) 2 (Sales and mai	ntenance) ** Total <u>F</u> ull	Time <u>E</u> quivalents (FTE) <u>1</u>
E5) Wh	at is the planned ave	erage hourly wage for the FTE	iobs to be created \$	
	nat is the average est read among projects		f FTE jobs to be created \$45,0	00 Note: Maintenance and
E7) Wh	nat is the planned ave	erage annual benefits paid in	\$\$ per FTE job to be created	\$TBD
E8) Is th	e Project Commercia	al in nature (Sales Tax Genera	ating for Community)? X_YES	or NO
E9) If ye	s, what is the estima	ted annual total Sales Tax to	be generated from this project	at full build-out? \$30,000
E10) Ex	pected commenceme	ent date for project (if any <u>) 10</u>	<u>/2018</u> (mo / y	ear)
E11) Ex	pected timeframe for	project to achieve completion	n? Four Months (in months)	
	timate of the number jobs?  1 FTE		ket Area (as defined in N.Y. G	ML Sec. 859-a(4)(f)) to fill

## IV. Representations by the Applicant

Is the company delinquent in the payment of any state or municipal property taxes?	☐ Yes	⊠ No
Is the company delinquent in the payment of any income tax obligation?	☐ Yes	⊠ No
Is the company delinquent in the payment of any loans?	☐ Yes	⊠ No
Is the company currently in default on any of its loans?	☐ Yes	⊠ No
Are there currently any unsatisfied judgments against the company?	☐ Yes	⊠ No
Are there currently any unsatisfied judgments against any of the company's principals?	☐ Yes	⊠ No
Has the company ever filed for bankruptcy?	☐ Yes	⊠ No
Have any of the company's principals ever personally filed for bankruptcy, or in any way sought protection from creditors?	☐ Yes	⊠ No
If the answer to any of the questions above is "Yes," please provide additional comments in topages if necessary.	he space belov	v and on additional
Please initial each item where indicated	i	
Job Listings - In accordance with Section 858-b(2) of the New York General Municunderstands and agrees that, if the Project receives any Financial Assistance from provided by collective bargaining agreements, new employment opportunities creat listed with the New York State Department of Labor Community Services Division administrative entity (collectively with the DOL, the "JTPA Entities") of the service d job training partnership act(Public Law 97-300) ("JPTA") in which the Project is local Applicant's Initials	the AGENCY ed as a result (the "DOL") ar elivery area c	<ul><li>′, except as otherwise</li><li>of the Project will be</li><li>nd with the</li></ul>
First Consideration for Employment - In accordance with Section 858-b(2) of the the Applicant understands and agrees that, if the Project receives any Financial As as otherwise provided by collective bargaining agreements, where practicable, the eligible to participate in JTPA programs who shall be referred by the JPTA Entities created as a result of the Project.	sistance from Applicant will	the AGENCY, except first consider persons
Annual Sales Tax Fillings - In accordance with Section 874(8) of the General Munderstands and agrees that, if the Project receives any sales tax exemptions as puthe AGENCY, in accordance with Section 874(8) of the General Municipal Law, the be filed, with the New York State Department of Taxation and Finance, an Annual Exemptions (Form ST-340) by the last day of February following applicable calend describing the value of all sales tax exemptions claimed by the Applicant and all or by the Applicant.	art of the Fina Applicant ag Report of Sale ar year (with a	ancial Assistance from rees to file, or cause to es and Use Tax a copy to the AGENCY)
<b>Employment Reports -</b> The Applicant understands and agrees that, if the Project from the AGENCY, the Applicant agrees to file, or cause to be filed, with the AGEN	receives any ICY, on quart	Financial Assistance erly basis, copies of

## III. Project Employment Information

**No	<b>te</b> : Please use full time equ	uivalents, approximately	∕ <b>Two</b> part time is equ	ivalent to <b>One</b> full time.(	Attach addi	tional sheets as necessary)
E1)	Current number of fu	ıll time equivalent e	employees (prior t	to proje <i>o</i> t): <u>23 (cons</u>	truction)	
E2)	Estimate how many	full time/ part-time j	jobs will be <b>retai</b> r	ned as a result of th	is Project	over the next three years:_
	<u>F</u> ull <u>T</u> ime (FT)		Part-Time (PT)	** 7	Fotal <u>F</u> ull	<u>T</u> ime <u>E</u> quivalents (FTE)
	*Please note retail be attached to this a		pased upon the mos	st recent NYS MN-45	quarterly r	eport, a copy of which should
E3)	What is the average	estimated (annual)	salary range of j	obs to be retained _	1	to 2
		/			(at current	market rates)
Nu	ımber of jobs	Job Title	E	Estimated salary/i	range	Hours per week
	e territoria en constitución					Salar de Parlamento Característico
*Hou	rs/ salary based on expe	ected labor demands	across multiple pro	ojects in geographic re	egion.	
<b>-</b> 4\		<b>.</b>	. 911		<b>5</b>	
	•					wer the next three years:
<u>F</u> ull	<u>T</u> ime (FT) <u>3-6 (sales</u>	Rart- <u>T</u> ime (	(PT) 3 (maintenai	nce) ** To	tal <u>F</u> ull <u>T</u>	ime <u>E</u> quivalents (FTE) <u>3-7</u>
E5)	What is the planned	average hourly was	ge for the FTE jol	bs to be created \$_		
	What is the average ong projects.	estimated annual	salary range of F1	TE jobs to be create	d \$45,00	0 Note: Maintenance spreac
E7)	What is the planned	average annual be	nefits setd in \$\$ p	per FTE job to be cr	eated \$	TBD
E8)	Is the Project Comme	rcial in nature (Sale	es Tax Generatin	g for Community)?	X_YES o	r NO
E9)	If yes, what is the esti	mated annual total	Sales Tax to be	generated from this	project a	t full build-out? \$30,000
E10	) Expected commence	ement date for proje	ect (if any) <u>10/20</u>	18	_(mo / yea	ar)
E11	) Expected timeframe	for project to achie	ve completion? <u>F</u>	our Months (in mont	hs)	
	) Estimate of the number ated jobs? 3-7 FTE	ber of residents of t	the Labor Market	Area (as defined in	N.Y.GM	IL Sec. 859-a(4)(f)) to fill

### IV. Representations by the Applicant

Is the company delinquent in the payment of any state or municipal property taxes?	☐ Yes	⊠ No	
Is the company delinquent in the payment of any income tax obligation?	☐ Yes	⊠ No	
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Are there currently any unsatisfied judgments against any of the company's principals?	☐ Yes	⊠ No	
Has the company ever filed for bankruptcy?	☐ Yes	⊠ No	
Have any of the company's principals ever personally filed for bankruptcy, or in any way sought protection from creditors?	☐ Yes	⊠ No	
If the answer to any of the questions above is "Yes," please provide additional comments in t pages if necessary	he space belov	v and on additional	
Please initial each item where indicated	ı		
Job Listings - In accordance with Section 858-b(2) of the New York General Municunderstands and agrees that, if the Project receives any Financial Assistance from provided by collective bargaining agreements, new employment opportunities creat listed with the New York State Department of Labor Community Services Division (administrative entity (collectively with the DOL, the "JTPA Entities") of the service dipole training partnership act(Public Law 97-300) ("JPTA") in which the Project is local Applicant's Initials	the AGENC\ ed as a resuli (the "DOL") a elivery area o	′, except as otherw : of the Project will b nd with the	be
First Consideration for Employment - In accordance with Section 858-b(2) of the the Applicant understands and agrees that, if the Project receives any Financial Assas otherwise provided by collective bargaining agreements, where practicable, the eligible to participate in JTPA programs who shall be referred by the JPTA Entities created as a result of the Project.  Applicant's Initials	sistance from Applicant will	the AGENCY, exce first consider perso	ept ons
Annual Sales Tax Fillings - In accordance with Section 874(8) of the General Mu understands and agrees that, if the Project receives any sales tax exemptions as p the AGENCY, in accordance with Section 874(8) of the General Municipal Law, the be filed, with the New York State Department of Taxation and Finance, an Annual Exemptions (Form ST-340) by the last day of February following applicable calendadescribing the value of all sales tax exemptions claimed by the Applicant and all colors applicant.  Applicant's Initials	art of the Fina Applicant ag Report of Sala ar year (with a	ancial Assistance from rees to file, or caus les and Use Tax la copy to the AGEN	e to ICY),

**Employment Reports** - The Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, the Applicant agrees to file, or cause to be filed, with the AGENCY, on quarterly basis, copies of

form NYS-45-MN Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Returns filed with the Department of Labor applicable to the project site.  Applicant's Initials
AGENCY Reports – The Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, the Applicant agrees to file, or cause to be filed with the AGENCY, a certified Annual Project Report (to be mailed to the Applicant) due by the last day of February following applicable calendar year, for a period of time not to exceed 4 years post financial assistance.  Applicant's Initials
Absence of Conflicts of Interest - The Applicant has received from the AGENCY a list of the members, officers, and employees of the AGENCY. No member, officers or employee of the AGENCY has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:  Applicant's Initials
Recapture Provision/Uniform Tax Exemption Policy ("UTEP") — Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the Agent Agreement to be entered into by and between the Agency and the Applicant. Recapture provisions would be invoked under Section 875(3) of the New York General Municipal Law if it is determined that: (i) the Company is not entitled to the Sales and Use Tax Exemption Benefits; (ii) the Sales and Use Tax Exemption Benefits are in excess of the amounts authorized by the Agency to be taken by the Company; (iii) the Sales and Use Tax Exemption Benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the Sales and Use Tax Exemption Benefits are taken in cases where the Company fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. The Applicant further represents and warrants that the information contained in this Application, including without limitation regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete, to the best of the Applicant's knowledge. Applicant hereby further represents and warrants that it has reviewed the Agency's UTEP and understands and agrees that under such UTEP, the Agency has the right to recapture all or a portion of any financial assistance provided by the Agency to the Company, including, but not limited to, sales and mortgage tax exemptions and real propagate tax abatements upon the occurance of certain events as set forth in the UTEP.  **Applicant's Initials**
No Violation of Section 862(1) of the General Municipal Law – In accordance with Section 862(1) of the General Municipal Law, the applicant understands and agrees that the Project will not (a) result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state, or (b) result in the abandonment of one or more plant facilities of the Project occupant located within the state. If the Project will result in (a) or (b), the applicant agrees that the requested financial assistance is necessary to prevent the Project from relocating out of the state, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry.  Applicant's Initials
Financial Assistance Necessary – The applicant represents that the project would not likely occur without the financial assistance provided by the AGENCY.  Applicant's Initials
Compliance – The applicant receiving financial assistance is in substantial compliance with applicable local, state and fedagal tax, worker protection and environmental laws, rules and regulations.  Applicant's Initials

### V. Signatory Page

The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that:

- A) The AGENCY will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.
- B) Failure of the Applicant to file appropriate Sales Tax and Employment reports will result in the revocation of tax benefits and require repayment of benefits previously claimed.
- C) If the Applicant submits knowingly false or knowingly misleading information this may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of the AGENCY's involvement in the Project and may also lead to potential criminal penalties and/or civil liabilities for perjury.

Noale Hyte	
(Applicantesignature)	
Noah Hyte	
(Print Name) Di rector	
Title Cypress Creek Renewables	
Company Name	

This Application should be submitted along with the items listed in Exhibit A to:

Genesee County Economic Development Center 99 MedTech Drive, Suite 106 Batavia, New York 14020 (Attn: President & Chief Executive Officer)

### **D)Hold Harmless Agreement**

Applicant hereby releases Genesee County Economic Development Center and the members, officers, servants, agents and employees thereof(the "AGENCY") from, agrees that the AGENCY shall not be liable for and agrees to indemnify, defend and hold the AGENCY harmless from and against any and all liability arising from or expense incurred by (A) the AGENCY's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the AGENCY, (B) the AGENCY's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the AGENCY with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the AGENCY or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the AGENCY, its agents or assigns, all costs incurred by the AGENCY in the processing of the Application, including attorneys' fees, if any.

Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the agreements to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete.

(Applicant Signature)

Noah Hyte (Print Name)

<u>Director</u> Title

<u>Cypress Creek Renewables</u> Company Name

See Attached Notary Jurat Certificate

#### **CALIFORNIA JURAT WITH AFFIANT STATEMENT**

#### **GOVERNMENT CODE § 8202**

☑See Attached Document (Notary to cross ou □See Statement Below (Lines 1-6 to be compl	
_bee statement below (Lines 1-0 to be comple	eted only by document signer[5], not Notally)
· · · · · · · · · · · · · · · · · · ·	
·	
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
A notary public or other officer completing this certificate to which this certificate is attached, and not the truthfulr	verifies only the identity of the individual who signed the document ness, accuracy, or validity of that document.
state of California	Subscribed and sworn to (or affirmed) before m
County of <u>Los Angeles</u>	on this 10day of <u>January</u> , 20 <u>19</u> by <i>Date Month Year</i>
	(1) Noah Hyte
KAREN R. ELMORE Notary Public - California	(and (2)
Los Angeles County Commission # 2205 M2 My Comm. Expires Aug 22, 2021	proved to me on the basis of satisfactory evidence to be the person(b) who appeared before me.
Place Notary Seal and/or Stamp Above	Signature Saru A. Classic
•	·
	PTIONAL
· · · · · · · · · · · · · · · · · · ·	an deter alteration of the document or his form to an unintended document.
Description of Attached Document	
Title or Type of Document: <u>Genesee County Econ</u>	nomic Development Center App for Financial Assistance
Document Date:	Number of Pages:

©2017 National Notary Association

### VI. Hold Harmless Agreement

Applicant hereby releases Genesee County Economic Development Center and the members, officers, servants, agents and employees thereof(the "AGENCY") from, agrees that the AGENCY shall not be liable for and agrees to indemnify, defend and hold the AGENCY harmless from and against any and all liability arising from or expense incurred by (A) the AGENCY's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the AGENCY, (B) the AGENCY's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the AGENCY with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the AGENCY or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the AGENCY, its agents or assigns, all costs incurred by the AGENCY in the processing of the Application, including attorneys' fees, if any.

Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the agreements to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete.

Docusigned by:  Noale Hyte	
(Applicant Signature)	
Noah Hyte	
(Print Name)	
Director	
Title	
Cypress Creek Renewables	
Company Name	

Sworn to before me this	
day of	, 20
Notary Public	

#### **INSURANCE COVERAGE**

- 1. Requirements. The Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:
- (a) (i) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Project under a blanket insurance policy or policies covering not only the Project but other properties as well.
- (b) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project.
- (c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting there from, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than \$3,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.
- 2. Additional Provisions Respecting Insurance. (a) All insurance required shall name the Agency as a named insured and all other insurance required by Section 4 hereof shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days' prior written notice of the cancellation thereof to the Company and the Agency.
- (b) All such policies of insurance, or a certificate or certificates of the insurers that such insurance is in force and effect, shall be deposited with the Agency on the date hereof. Prior to expiration of any such policy, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agent Agreement.

### **Exhibit B**

		To be completed	/ calculated b	<u> Y AGENCY</u>		
Type of Pro	oject:	Attraction	☐ Expansion	Rete	ention	
		☐ Infrastructure	☐ Workforce			
Offerings:	☐ SLB	☐ Bond	☐ Grant	☐ Consulting		
Estimate	d Financial	Assistance to be p	rovided via AG	ENCY particip	oation – subject to	198,997 201,519
	<b>Board Ap</b>		•		•	ande
*1)	Estimated Sa	ales Tax Exemption (89	%)		\$ 2,54	W
•		ortgage Tax Exemption		\$		.64977
•		roperty Tax Abatement			\$ 285,467	140111
4)	Estimated T	otal Tax Savings (1+2+	-3):		\$ 289,009	201,519
5)	Estimated T	ax-Exempt Interest Co	st Savings (via Tax-	Exempt Bond)	\$	<i>0</i> .
	Grant be or name of gran	nt (	)		\$	
		otal Company Savings			\$	
•	Benefited Panefits received)	roject Amount (the capital i	nvestment directly related	i to the	\$ 3,176,400	
9)	Bond Amou	nt			\$	
10	) Mortgage	Amount			\$	
11	I) GCEDC/G	GLDC Revolving Loan	Fund		\$	
	2) Loan Secu ource of loan (	ıred			\$	
1:	3) Total Amo	unt Financed / Loan Fu	ınds Secured		\$	
Proposed PILOT Fixed 15 ya ESCALATOR	structure: <u>ear picot</u> (Sec Ai	- based on 18500 Hached	per MW (B	1 2 mw ) h	11th 2%	
Estimated Value n the Project. PL	e of Goods au EASE NOTE: "Recapture F	nd Services to be exem These amounts will be Provision" on page 7).	pt from sales and	use tax as a resu	ult of the Agency's involu or a recapture of sales to	
	Ş	31,764	(to be used	on the NYS ST-6	<b>50)</b>	
				F C .		
Fees to be Pai	d by the Ar	oplicant:		Peo	IVI SolarII	Page 11
Effective Februa	ry 4, 2016					

Genesee County Economic Development Center \$ 3,700 (Per the attached Pricing & Fee Policy) the AGENCY will collect a 1.25 % fee. The AGENCY will collect its participation fee at the time of closing, based upon the company provided realistic capital investment costs of this project stated in this application. (Should the actual costs exceed those estimated, an additional fee will apply.) In addition, the Applicant will reimburse the Agency for any direct expenses incurred in connection with this Project, including costs related to holding a public hearing.

The AGENCY will collect an annual administration fee. Projects with a capital investment of less than \$5 million will be charged a \$500 annual fee for each year of benefits provided. For projects with a capital investment of \$5 million or greater, there will be a \$1,000 annual fee charged.

Harris Beach, LLP \$ 1/2 of [Estimated fee for legal services required in connection with the financial assistance provided by the Genesee County Economic Development Center) Applicant may be required to pay additional out-of-pocket expenses and applicable filing or recording fees.

\*\*Financial incentives are public information and will be released to the media upon board approval\*\*

Noale Hyte
(Applicant Signature) Noah Hyte
(Print Name) Diffector
Title Cypress Creek Renewables
Company Name

**Exhibit C**