

CLOSING ITEM NO.: A-7

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YATES COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

GREENIDGE PIPELINE LLC

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PAYMENT IN LIEU OF TAX AGREEMENT

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DATED AS OF OCTOBER 1, 2016

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RELATING TO THE PREMISES LOCATED IN THE TOWNS OF  
TORREY AND MILO, YATES COUNTY, NEW YORK.

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## PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of October 1, 2016 (the "Payment in Lieu of Tax Agreement") by and between YATES COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at One Keuka Business Park, Suite 104, Penn Yan, New York (the "Agency"), and GREENIDGE PIPELINE LLC, a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 590 Plant Road, Dresden, New York (the "Company");

### WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 113 of the Laws of 1975 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, Greenidge Pipeline LLC (the "Company"), a limited liability company duly organized and validly existing under the laws of the State of Delaware, presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of certain rights of way located in the Towns of Torrey and Milo, Yates County, New York (collectively, the "Land"), (2) the construction of an approximately 4.6 mile natural gas pipeline (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the "Equipment") (the Land, the Facility and Equipment being collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company as a natural gas transmission line and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation

to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to the authorization contained in a resolution adopted by the members of the Agency on November 18, 2015 (the "Public Hearing Resolution"), the Executive Director of the Agency (A) caused notice of a public hearing of the Agency (the "First Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on July 5, 2016 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the First Public Hearing to be posted on July 5, 2016 on the Agency's website and also on public bulletin boards located at (1) Yates County Courthouse, located at 415 Liberty Street in the Village of Dresden, Yates County, New York, (2) 137 Main Street in the Village of Penn Yan, Town of Milo, Yates County, New York and (3) 3 Firehouse Avenue in the Village of Dresden, Yates County, New York, (C) caused notice of the First Public Hearing to be published on July 6, 2016 in The Chronicle Express, a newspaper of general circulation available to the residents of the Towns of Milo and Torrey, Yates County, New York, (D) conducted the First Public Hearing on July 18, 2016 at 7:00 o'clock p.m., local time at the Dresden Firehouse located at 1 Firehouse Avenue in the Village of Dresden, Yates County, New York, and (E) prepared a report of the First Public Hearing (the "First Public Hearing Report") fairly summarizing the views presented at such First Public Hearing and caused copies of said First Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, further pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Second Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on July 5, 2016 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Second Public Hearing to be posted on July 5, 2016 on the Agency's website and also on public bulletin boards located at (1) Yates County Courthouse, located at 415 Liberty Street in the Village of Dresden, Yates County, New York, (2) 137 Main Street in the Village of Penn Yan, Town of Milo, Yates County, New York and (3) 3 Firehouse Avenue in the Village of Dresden, Yates County, New York, (C) caused notice of the Second Public Hearing to be published on July 6, 2016 in The Chronicle Express, a newspaper of general circulation available to the residents of the Towns of Milo and Torrey, Yates County, New York, (D) conducted the Second Public Hearing on July 19, 2016 at 7:00 o'clock p.m., local time at the Yates County Auditorium, 417 Liberty Street, Village of Penn Yan, Town of Milo, Yates County, New York, and (E) prepared a report of the Second Public Hearing (the "Second Public Hearing Report") fairly summarizing the views presented at such Second Public Hearing and caused copies of said Second Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, by further resolution adopted by the members of the Agency on July 20, 2016 (the "Agency Resolution"), the Agency appointed the Company to act as its agent for the purpose of commencing the acquisition, construction and installation of the Project Facility; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on August 17, 2016 (the "SEQR Resolution"), the Agency determined that the Project constitutes a "Type II Action" (as such quoted term is defined under SEQRA), and therefore that no further action with respect to the Project was required under SEQRA; and

WHEREAS, by resolution adopted by the members of the Agency on August 17, 2016 (the “Pilot Deviation Approval Resolution”), the members of the Agency approved the Pilot Request (as defined in said resolution) and determined to enter into the Payment in Lieu of Tax Agreement (as defined hereinafter); and

WHEREAS, by further resolution adopted by the members of the Agency on August 17, 2016 (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of October 1, 2016 (the “Lease Agreement”) between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the “Basic Documents”). Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the “Closing”), (A) the Company will execute and deliver to the Agency (1) a certain lease to agency dated as of October 1, 2016 (the “Lease to Agency”) by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the “Leased Premises”), (2) a certain license agreement dated as of October 1, 2016 (the “License to Agency”) by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company will grant to the Agency (a) a license to enter upon the balance of the Land (the “Licensed Premises”) for the purpose of undertaking and completing the Project and (b) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement and (3) a certain bill of sale dated as of October 1, 2016 (the “Bill of Sale to Agency”), which conveys to the Agency all right, title and interest of the Company in the Equipment; (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of October 1, 2016 (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the “Section 875 GML Recapture Agreement”) by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes and (3) a certain uniform agency project agreement dated as of October 1, 2016 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (C) the Agency will file with the assessor and mail to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement; (D) the Agency will execute and deliver to the Company a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (E) the Agency will file with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the “Real Property Tax Law”), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as payment in lieu of taxes with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

## ARTICLE I

### REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its certificate of formation, operating agreement and the laws of the State of Delaware to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed



under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its certificate of formation or operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

## ARTICLE II

### COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE PROJECT FACILITY. (A) Assessment of the Project Facility. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a “Real Property Tax Exemption Form”) with respect to the Project Facility, and for so long thereafter as the Agency shall lease the Project Facility, the Project Facility shall be assessed by the various taxing entities having jurisdiction over the Project Facility, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Project Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the “Taxing Entities”, and each of such Taxing Entities being sometimes individually hereinafter referred to as a “Taxing Entity”) as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease and the filing of the Real Property Tax Exemption Forms. The Agency shall, promptly following acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease, take such action as may be necessary to ensure that the Project Facility shall be assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form shall be filed with the appropriate officer or officers of each respective Taxing Entity responsible for assessing properties on behalf of each such Taxing Entity (each such officer being hereinafter referred to as an “Assessor”). For so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Agency and Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the tax status date of such Taxing Entity occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the respective Taxing Entities. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project Facility.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES. (A) Agreement to Make Payments. The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the respective Taxing Entities entitled to receive same pursuant to the provisions hereof. The payments due hereunder shall be paid by the Company to the respective appropriate officer or officers of the respective Taxing Entities charged with receiving payments of taxes for such Taxing Entities (such officers being collectively hereinafter referred to as the “Receivers of Taxes”) for distribution by the Receivers of Taxes to the appropriate Taxing Entities entitled to receive same pursuant to the provisions hereof.

(B) Amount of Payments in Lieu of Taxes. (1) In each tax year during the term of this Payment in Lieu of Tax Agreement through December 31, 2031, the amount payable by the Company to the Agency on behalf of all of the Taxing Entities as an aggregate payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be fixed and shall be in the amounts shown in the table below as the “Total Gross PILOT Payment”. The distributions to the applicable Taxing Entities shown in the table below, based on 2015 tax rates, are for illustration purposes only and the actual distributions shall fluctuate based on the then-existing tax rates applicable to the Taxing Entities in each year of the term of the Payment in Lieu of Tax Agreement and by utilizing the distribution description set forth in the attached Exhibit B.

<b>Payment Date</b>	<b>Total Gross PILOT Payment</b>	<b>Yates County (distribution shown for illustration purposes only)</b>	<b>Penn Yan Central School (distribution shown for illustration purposes only)</b>	<b>Town of Milo (distribution shown for illustration purposes only)</b>	<b>Town of Torrey (distribution shown for illustration purposes only)</b>
2017	\$-0-	\$-0-	\$-0-	\$-0-	\$-0-
2018	\$-0-	\$-0-	\$-0-	\$-0-	\$-0-
2019	\$-0-	\$-0-	\$-0-	\$-0-	\$-0-
2020	\$-0-	\$-0-	\$-0-	\$-0-	\$-0-
2021	\$-0-	\$-0-	\$-0-	\$-0-	\$-0-
2022	\$ 2,409	\$822	\$1,241	\$213	\$133
2023	\$ 4,878	\$1,665	\$2,512	\$432	\$269
2024	\$ 12,774	\$4,361	\$6,579	\$1,131	\$703
2025	\$ 28,266	\$9,649	\$14,558	\$2,503	\$1,556
2026	\$ 47,632	\$16,260	\$24,533	\$4,217	\$2,622
2027	\$ 67,019	\$22,878	\$34,518	\$5,934	\$3,689
2028	\$ 86,426	\$29,503	\$44,514	\$7,652	\$4,757
2029	\$105,855	\$36,136	\$54,520	\$9,372	\$5,827
2030	\$125,306	\$42,775	\$64,539	\$11,094	\$6,898
2031	\$144,779	\$49,423	\$74,568	\$12,818	\$7,969

(2) In each tax year following termination of this Payment in Lieu of Tax Agreement, commencing on January 1, 2032, if the Underlying Lease and the Lease Agreement are still in effect, then the amount payable by the Company to all Taxing Entities as a payment in lieu of tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be an amount equal to 100% of the amounts as would result from real estate taxes being levied on the Project Facility by the Taxing Entities if the Project Facility were privately owned by the Company and not deemed owned by or under the jurisdiction, control or supervision of the Agency. The Company shall pay or cause to be paid to the Taxing Entities when due all such payments in lieu of real estate taxes with respect to the Project Facility required by this Section 2.02(B)(2).

(C) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land (such structural additions and additional buildings and other structures being hereinafter referred to as “Additional Facilities”) the

Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as “Additional Payments”) to the Receivers of Taxes with respect to such Additional Facilities, such Additional Payments to be computed separately for each Taxing Entity as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the “Additional Normal Tax”) which would be payable to each Taxing Entity with respect to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to subsection (D) of this Section 2.02 by (b) the tax rate or rates of such Taxing Entity that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Taxing Entity if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the term of this Payment in Lieu of Tax Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Taxing Entity) if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to such Additional Facilities for such fiscal tax year (unless the Agency and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(D) Valuation of Additional Facilities. (1) The value of Additional Facilities for purposes of determining payments in lieu of taxes due under Section 2.02(C) hereof shall be determined by the Assessors of each respective Taxing Entity. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the “Additional Assessed Value”) upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, and if the Company shall have given written notice of such dissatisfaction to the appropriate Assessor and the Agency within thirty (30) days of receipt by the Company of written notice of the initial establishment of such Additional Assessed Value, or of a change in such Additional Assessed Value, then the Company shall be entitled to protest before, and to be heard by, the appropriate Assessor and the Agency. If the Agency, the Company and any Assessor shall fail to reach agreement as to the proper Additional Assessed Value of the Additional Facilities for purposes of determining payments in lieu of taxes due under this Payment in Lieu of Tax Agreement, then such Assessor, the Company and the Agency shall each select one arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall be a qualified real estate appraiser, experienced in valuation for the purposes of tax assessment in the general area of the Project Facility, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Additional Assessed Value of the Additional Facilities has been properly established by the Assessor. It is

understood that the arbitrators are empowered to confirm the Additional Assessed Value or to determine a higher or lower Additional Assessed Value. Any payments in lieu of taxes due upon such Additional Facilities pursuant to Section 2.02(C) hereof may not be withheld by the Company pending determination of the Additional Assessed Value by the arbitrators.

(E) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Taxing Entity a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Taxing Entities responsible for preparing the tax rolls for said Tax Entities (each, a "Tax Billing Officer") and a request that said Tax Billing Officers submit to the Company and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such Taxing Entities.

(F) Time of Payments. The Company agrees to pay the amounts due hereunder to the Receivers of Taxes for the benefit of each particular Taxing Entity in any fiscal tax year to the appropriate Receiver of Taxes within the period that such Taxing Entity allows payment of taxes levied in such fiscal tax year without penalty. The Company shall be entitled to receive receipts for such payments.

(G) Method of Payment. All payments by the Company hereunder shall be paid to the Receivers of Taxes in lawful money of the United States of America. The Receivers of Taxes shall in turn distribute the amounts so paid to the various Taxing Entities entitled to same.

SECTION 2.03. CREDIT FOR TAXES PAID. (A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Taxing Entity any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make payments in lieu of property taxes attributed to such fiscal tax year to such Taxing Entity hereunder shall be reduced by the amounts which the Company shall have so paid to such Taxing Entity in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any payment in lieu of property taxes due to any other Taxing Entity or as to any payment in lieu of property taxes due to such Taxing Entity in any other fiscal tax year.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the governing body of the affected Taxing Entity and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 2.02(F) hereof. In the event that the governing body of the appropriate Taxing Entity desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall be a qualified real estate appraiser, experienced in valuation for the purpose of tax assessment in the general area of the Project facility, and which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section

2.03 and, if so, the amount of the credit to which the Company is entitled. In the event that the Company is determined to be entitled to the credit, then the cost of the arbitration shall be added to the amount of the credit awarded by the arbitrator. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any payment in lieu of property taxes due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said payment in lieu of taxes pursuant to the provisions of this Section 2.03) until the decision of the arbitrators is rendered. After the decision of the arbitrators is rendered, the payment in lieu of taxes due with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

(C) Payment in Last Year of Payment in Lieu of Tax Agreement. In light of the inability for the Taxing Entities to grant to the Company a credit against tax bills for partial year tax liability under Sections 520 and 533 of the NYS Real Property Tax Law, the obligation of the Company to make payments under this Payment in Lieu of Tax Agreement shall be modified in the last scheduled year of the Payment in Lieu of Tax Agreement or in the last year of the Payment in Lieu of Tax Agreement pursuant to an early termination notice sent by the Company to the Agency pursuant to Section 11.1 of the Lease (in either case, the "Final PILOT Year"). The Company's payments as required under Section 2.02 of this Payment in Lieu of Tax Agreement shall be proportionately reduced for the Final PILOT Year so that the amount of the payment made under Section 2.02 is directly proportionate to the portion of tax year of each of the Taxing Entities during which this Payment in Lieu of Tax Agreement is in effect. For sake of clarity and to avoid any confusion, the Company will arrange for the County Treasurer of Yates County to calculate the payment in lieu of taxes under Section 2.02 such that the Company has no obligation to make a payment for that portion of the tax year of any Taxing Entity which occurs after the termination of the Payment in Lieu of Tax Agreement.

SECTION 2.04. LATE PAYMENTS. (A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

## ARTICLE III

### LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Yates County, New York, and neither the State of New York nor Yates County, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

## ARTICLE IV

### EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Taxing Entity, then with respect to such Event of Default such Taxing Entity) may take whatever action at law or in equity as 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 Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.



(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Taxing Entity should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Taxing Entity, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Taxing Entity is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency or any Taxing Entity to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

## ARTICLE V

### MISCELLANEOUS

SECTION 5.01. TERM. (A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) December 31, 2031 or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Article X or XI of the Lease Agreement.

(B) Extended Term. In the event that (1) the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Receiver of Taxes in amounts equal to those amounts which would be due from the Company to the respective Taxing Entities if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, property addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Taxing Entities. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Taxing Entity under Article II hereof shall be sufficiently given and shall be deemed given when given by the Taxing Entity in the same manner in which similar notices are given to owners of taxable properties by such Taxing Entity.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Greenidge Pipeline LLC  
590 Plant Road  
PO Box 187  
Dresden, New York 14441  
Attention: Dale Irwin, President/CEO

WITH A COPY TO:

Barclay Damon, LLP  
300 S. State Street  
Syracuse, New York 13202  
Attention: Kevin R. McAuliffe, Esq.

IF TO THE AGENCY:

Yates County Industrial Development Agency  
One Keuka Business Park, Suite 104  
Penn Yan, New York 14527  
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP  
677 Broadway, Suite 301  
Albany, New York 12207  
Attention: A. Joseph Scott, III, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

(E) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. **BINDING EFFECT.** This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Taxing Entities.

SECTION 5.07. **SEVERABILITY.** If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in Lieu of Tax 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.

SECTION 5.08. COUNTERPARTS. This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

YATES COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

BY:   
(Vice) Chairman

GREENIDGE PIPELINE LLC


BY: \_\_\_\_\_  
Authorized Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

YATES COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

BY: \_\_\_\_\_  
(Vice) Chairman

GREENIDGE PIPELINE LLC

BY:  \_\_\_\_\_  
Authorized Officer

STATE OF NEW YORK     )  
  )ss:  
COUNTY OF YATES     )

On the 17<sup>th</sup> day of October, in the year 2016, before me, the undersigned, personally appeared Gene Pierce, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Doreen J. Jensen  
Notary Public, State of New York  
Qualified in Yates County  
No. 01JE6199490  
My Commission Expires 01/12/2017

Doreen J. Jensen  
Notary Public

Connecticut  
STATE OF ~~NEW YORK~~  
Fairfield )  
COUNTY OF YATES )

On the 19 day of October, in the year 2016, before me, the undersigned, personally appeared Dale Stein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kathleen Dillon  
Notary Public

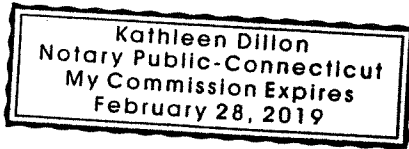




EXHIBIT A

**DESCRIPTION OF THE LEASED LAND**

A leasehold interest created by a certain lease to agency dated as of October 1, 2016 (the “Lease to Agency”) between Greenidge Pipeline LLC (the “Company”), as landlord, and Yates County Industrial Development Agency (the “Agency”), as tenant, in an approximately 4.6 mile parcel of land (the “Leased Land”) located in the Towns of Torrey and Milo, Yates County, New York, said Leased Land being more particularly described below), together with any improvements now or hereafter located on the Leased Land (the Leased Land and all such improvements being sometimes collectively referred to as the “Leased Premises”):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in Towns of Torrey and Milo, Yates County, New York, Yates County, New York, bounded and described as follows:

**- SEE ATTACHED -**

## PIPELINE PROPERTY DESCRIPTION

Those certain rights of use and occupancy of those certain lands all as more particularly set forth and described in the following agreements:

- A. Pipeline Right-of-Way Agreement made as of September 29, 2016, by and between Lockwood Hills LLC, f/k/a GMMM Lockwood LLC, as grantor, and Greenidge Pipeline LLC, as grantee, recorded in the Yates County Clerk's Office October 13, 2016, in Liber 709 of Deeds at page 27; property located in the Town of Torrey and bearing Tax Parcel Number 51.02-1-7.
- B. Pipeline Right-of-Way Agreement made as of September 29, 2016, by and between Greenidge Generation LLC, f/k/a GMMM Greenidge LLC, as grantor, and Greenidge Pipeline LLC, as grantee, recorded in the Yates County Clerk's Office October 13, 2016, in Liber 709 of Deeds at page 39; property located in the Town of Torrey and bearing Tax Parcel Number 40.03-1-1.111.
- C. Pipeline Right-of-Way Agreement made as of November 4, 2015, by and between Gary E. Henderson, as grantor, and Greenidge Pipeline LLC, as grantee, recorded in the Yates County Clerk's Office October 13, 2016, in Liber 709 of Deeds at page 57; property located in the Town of Milo and bearing Tax Parcel Number 50.04-1-6.
- D. Ground Lease Agreement made as of April 16, 2016, by and between Gary E. Henderson, as landlord, and Greenidge Pipeline LLC, as tenant, for a portion of certain property located in the Town of Milo and bearing Tax Parcel Number 50.-04-1-6, a memorandum of which was recorded in the Yates County Clerk's Office October 13, 2016, in Liber 709 of Deeds at page 69.
- E. Pipeline Right-of-Way Agreement made as of December 4, 2015, by and between Susan K. Anderson and Karen J. Hallings as trustees of The Koek Family Irrevocable Trust dated March 4, 2014, as grantor, and Greenidge Pipeline LLC, as grantee, recorded in the Yates County Clerk's Office October 13, 2016, in Liber 709 of Deeds at page 75; property located in the Town of Milo and bearing Tax Parcel Number 62.02-1-3.
- F. Pipeline Right-of-Way Agreement made as of November 10, 2015, by and between Guy R. Christiansen, as grantor, and Greenidge Pipeline LLC, as grantee, recorded in the Yates County Clerk's Office October 13, 2016, in Liber 709 of Deeds at page 85; property located in the Town of Milo and bearing Tax Parcel Number 50.04-1-5.
- G. Pipeline Right-of-Way Agreement made as of December 14, 2015, by and between The Richard H. Henderson Estate, Margaret Henderson as Executrix, and Bruce S. Henderson as Trustee of the Henderson Family Trust, as grantors, and

Greenidge Pipeline LLC, as grantee, recorded in the Yates County Clerk's Office October 13, 2016, in Liber 709 of Deeds at page 99; property located in the Town of Milo and bearing Tax Parcel Number 63.01-1-1.

- H. Pipeline Right-of-Way Agreement made as of November 5, 2015, by and between Bruce S. Henderson, as grantor, and Greenidge Pipeline LLC, as grantee, recorded in the Yates County Clerk's Office October 13, 2016, in Liber 709 of Deeds at page 116; property located in the Towns of Milo and Torrey and bearing Tax Parcel Numbers 51.03-1-1 and 5.03-1-1.2.
- I. Pipeline Right-of-Way Agreement made as of April 7, 2015, by and between Friends of the Outlet, Inc., as grantor, and Greenidge Pipeline LLC, as grantee, recorded in the Yates County Clerk's Office October 13, 2016, in Liber 709 of Deeds at page 13; property located in the Town of Torrey and bearing Tax Parcel Number 51.49-1-1.
- J. Pipeline Right-of-Way Agreement made as of August 24, 2015, by and between Titus H. Nolt and Sara H. Nolt, as grantors, and Greenidge Pipeline LLC, as grantee, recorded in the Yates County Clerk's Office October 13, 2016, in Liber 709 of Deeds at page 126; property located in the Town of Torrey and bearing Tax Parcel Number 51.04-1-5.
- K. Pipeline Right-of-Way Agreement made as of August 24, 2015, by and between Michael L. Nolt and Lena Mae Nolt, as grantors, and Greenidge Pipeline LLC, as grantee, recorded in the Yates County Clerk's Office October 13, 2016, in Liber 135 of Deeds at page 709; property located in the Town of Torrey and bearing Tax Parcel Number 51.04-1-4.
- L. Pipeline Right-of-Way Agreement made as of August 24, 2015, by and between Nathan L. Nolt and Irene S. Nolt, as grantors, and Greenidge Pipeline LLC, as grantee, recorded in the Yates County Clerk's Office October 13, 2016, in Liber 709 of Deeds at page 144; property located in the Town of Torrey and bearing Tax Parcel Number 51.04-1-1.
- M. Pipeline Right-of-Way Agreement made as of August 24, 2015, by and between Andrew L. Nolt and Ella B. Nolt, as grantors, and Greenidge Pipeline LLC, as grantee, recorded in the Yates County Clerk's Office October 13, 2016, in Liber 709 of Deeds at page 153; property located in the Town of Torrey and bearing Tax Parcel Number 51.02-1-6.111.
- N. Pipeline Right-of-Way Agreement made as of December 31, 2015, by and between William H. Moravec and Marilyn J. Moravec, as grantors, and Greenidge Pipeline LLC, as grantee, recorded in the Yates County Clerk's Office October 13, 2016, in Liber 709 of Deeds at page 164; property located in the Town of Milo and bearing Tax Parcel Number 62.02-1-2.

## EXHIBIT B

### DISTRIBUTION DESCRIPTION

In each year of this Payment in Lieu of Tax (“PILOT”) Agreement, to calculate the distribution of the annual payment in lieu of taxes (“PILOT Payment”) made by the Company to the Taxing Entities (including the Penn Yan Central School District (the “School”), Yates County (the “County”) and the Town of Milo and Town of Torrey (each a “Town”)), the following calculations shall be made using the steps set forth below:

1. Calculation of the School distribution of the PILOT Payment in September of each year of the term of the PILOT Agreement:
  - a. Calculate the average Town rate using the tax rates of the Towns of Milo and Torrey for the then current fiscal year of each Town (“Average Town Rate”), and determine the then-existing tax rates for the County and the School.
  - b. Calculate the percentage that the School tax rate represents as a portion of the total sum of the tax rates of the County, the School and the Average Town Rate.
  - c. Multiply the Total Gross PILOT Payment for the relevant year from the table in Section 2.02(B)(1) of the PILOT Agreement by the percentage realized under Paragraph 1(b) above.
2. Calculation of the County distribution of the PILOT Payment in January of each year of the term of the PILOT Agreement:
  - a. Utilize the Average Town Rate and the then-existing rate for the County described in Paragraph 1(a) above.
  - b. Calculate the percentage that County rate represents as a portion of the total sum of the tax rates of the County and the Average Town Rate.
  - c. Calculate the amount of the Total Gross PILOT Payment remaining after the distribution to the School described in Paragraph 1 above (the “PILOT Payment Balance”).
  - d. Multiply the PILOT Payment Balance by the percentage derived under Paragraph 2(b) above.
3. Calculation of the distribution to the Towns of Milo and Torrey in January of each year of the term of the PILOT Agreement:
  - a. Calculate the amount of the annual PILOT Payment remaining by subtracting the distribution to the School and the distribution to the County from the Total Gross PILOT Payment set forth in the table in Section 2.02.(B)(10) of the PILOT Agreement (the “Remaining PILOT Payment Balance”).
  - b. The distribution to the Town of Milo is sixty-two percent (62%) of the Remaining PILOT Payment Balance.
  - c. The distribution to the Town of Torrey is thirty-eight percent (38%) of the Remaining PILOT Payment Balance.
4. The distribution calculation between the Towns is based upon the fact that:
  - a. Forty-two percent (42%) of the pipeline and the entirety of the meter station included within the Project Facility shall be constructed within the Town of Milo,

and thus, as between the two Towns, sixty-two (62%) of the costs for such facilities can be attributed to the Town of Milo.

- b. Fifty-eight percent (58%) of the pipeline (and no portion of the meter station) included within the Project Facility shall be constructed within the Town of Torrey, and thus, as between the two Towns, thirty-eight (38%) of the costs for such facilities can be attributed to the Town of Torrey.