

**TAX AGREEMENT
ROUTE 57 TAX AGREEMENT**

WHEREAS, Rivermoor-Citizens, LLC located in the Town of Agawam (the "Town") has entered into a long term lease for the property located at 912 Shoemaker Lane, Agawam (the "Property"); and

WHEREAS, Rivermoor-Citizens, LLC, through its wholly owned subsidiary, Rivermoor-Citizens Route 57, LLC (collectively, "Rivermoor-Citizens") intends to develop a photovoltaic solar energy project on the Property (the "Project"); and

WHEREAS, Rivermoor-Citizens and the Town, under the authority of M.G.L. c. 59, §38H(b), desire to execute a negotiated tax agreement for payment of taxes on the Project in order to otherwise exempt Rivermoor-Citizens from the payment of real and personal property taxes for the Project; and

WHEREAS, Rivermoor-Citizens and the Town have reached this Tax Agreement as the result of good faith negotiations so that the annual payment of taxes shall be the equivalent of the property tax obligations based on full and fair cash valuation of the project; and

WHEREAS, Rivermoor-Citizens and the Town acknowledge that a comprehensive agreement fixing and maintaining mutually acceptable, reasonable, and accurate tax payments for the Project for each fiscal year from 2012 through 2037 is appropriate and serves their respective interests.

NOW, THEREFORE, Rivermoor-Citizens and the Town agree as follows:

1. The parties acknowledge that this Agreement is fair and beneficial to them because it resolves all tax issues between them with resulting alleviation of economic and financial uncertainty. Moreover, both parties value the tax and economic stability achieved by this Agreement because it will result in steady, predictable and reasonable tax payments for the Project. The parties acknowledge that this Agreement contemplates any increases in real property taxes on the Property that may be assessed solely as a result of the Project. This Agreement shall not otherwise impact the Town's ability to raise or lower real property taxes in the ordinary course of its tax assessment practices. The owner of the Property shall remain responsible for all real property taxes.

2. The amount of real and personal property tax paid in each fiscal year by Rivermoor-Citizens to the City on account of the Project shall be based on an assessed value \$176,500, multiplied by the commercial tax rate for that particular fiscal year.

For example, the current commercial tax rate for Fiscal Year 2011 is \$28.32 per thousand dollars of valuation, so Rivermoor-Citizens shall pay the town \$4,998.48 in property taxes. The assessors may allocate the value on which the tax is based between the Project's real property and personal property in their determination of full and fair cash value of each.

[For each fiscal year, Rivermoor-Citizens shall make two payments of the tax obligations required by this Agreement on October 1st and February 1st at the tax rate for the previous fiscal year, and a pro rated payment on May 1st based on that fiscal year's tax rate.]

3. This Agreement is entered into in good faith to achieve predictability and economic stability for both parties by establishing reasonable, accurate, and reliable tax agreement payments for Rivermoor-Citizens Project. Accordingly, Rivermoor-Citizens and the Town agree that neither party shall seek to use the fair market values established by this Agreement in any future proceedings regarding the value of Rivermoor-Citizens' property in the Town or in any other proceeding regarding the value of other Rivermoor-Citizens property, except as provided in paragraph 5 of this Agreement.

4. This Agreement shall terminate as of fiscal year 2037 unless both parties agree to extend the Agreement with its current terms, such agreement to be in writing.

5. The Parties have entered into this Agreement only after full and due consideration thereof and with the advice of their counsel.

6. The Parties agree that, if any provision of this Agreement is determined invalid or unenforceable, the entire Agreement shall be invalid and unenforceable.

7. Rivermoor-Citizens, on behalf of itself and any successors to or assigns of its interest the Project, and the Town shall act in good faith to carry out this Agreement and to resolve amicably any disputes or disagreements which may arise hereunder.

8. In the event Rivermoor-Citizens, LLC or their successors/assigns or its named subsidiary or its successors/assigns in this agreement files for bankruptcy protection this agreement shall become null and void and any taxes accrued from the date of filing shall be in accordance with Massachusetts General Law and not calculated or governed by this agreement.


9. Rivermoor-Citizens, LLC or their successors/assigns or its named subsidiary or its successors/assigns acknowledge that the Town of Agawam shall bear no cost in returning the site to its original condition. Furthermore, Rivermoor-Citizens, LLC or their successors/assigns or its named subsidiary or its successors/assigns state that their lease agreement with the property owner sufficiently address this contingency. It is the intent of the parties hereto that this paragraph shall survive should this agreement become null and void pursuant to paragraph (8) eight.

10. This Agreement is subject to approval by the City Council of Agawam acting through its Mayor, and it's Board of Assessors.

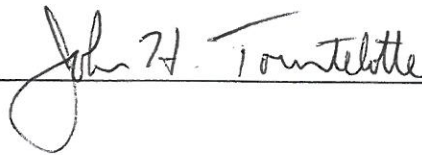
11. This Agreement is full, final and complete expression of the parties' agreement on all real and personal property tax issues respecting all of Rivermoor-Citizens' Project at the Property in the Town of Agawam.

Executed this 14th day of DECEMBER, 2011, by the undersigned who represent that they are fully and duly authorized to act on behalf of their principals.

TOWN OF AGAWAM

By 
Its Mayor, Richard A. Cohen

Rivermoor-Citizens Route 57, LLC

By 

**TAX AGREEMENT
MUSHY'S GOLF CENTER**

WHEREAS, Rivermoor-Citizens, LLC located in the Town of Agawam (the "Town") has entered into a long term lease for the property located at 365 Main Street, Agawam (the "Property"); and

WHEREAS, Rivermoor-Citizens, LLC, through its wholly owned subsidiary, Rivermoor-Citizens Agawam, LLC (collectively, "Rivermoor-Citizens") intends to develop a photovoltaic solar energy project on the Property (the "Project"); and

WHEREAS, Rivermoor-Citizens and the Town, under the authority of M.G.L. c. 59, §38H(b), desire to execute a negotiated tax agreement for payment of taxes on the Project in order to otherwise exempt Rivermoor-Citizens from the payment of real and personal property taxes for the Project; and

WHEREAS, Rivermoor-Citizens and the Town have reached this Tax Agreement as the result of good faith negotiations so that the annual payment of taxes shall be the equivalent of the property tax obligations based on full and fair cash valuation of the project; and

WHEREAS, Rivermoor-Citizens and the Town acknowledge that a comprehensive agreement fixing and maintaining mutually acceptable, reasonable, and accurate tax payments for the Project for each fiscal year from 2012 through 2037 is appropriate and serves their respective interests.

NOW, THEREFORE, Rivermoor-Citizens and the Town agree as follows:

1. The parties acknowledge that this Agreement is fair and beneficial to them because it resolves all tax issues between them with resulting alleviation of economic and financial uncertainty. Moreover, both parties value the tax and economic stability achieved by this Agreement because it will result in steady, predictable and reasonable tax payments for the Project. The parties acknowledge that this Agreement contemplates any increases in real property taxes on the Property that may be assessed solely as a result of the Project. This Agreement shall not otherwise impact the Town's ability to raise or lower real property taxes in the ordinary course of its tax assessment practices. The owner of the Property shall remain responsible for all real property taxes.

2. The amount of real and personal property tax paid in each fiscal year by Rivermoor-Citizens to the City on account of the Project shall be based on an assessed value \$282,500, multiplied by the commercial tax rate for that particular fiscal year.

For example, the current commercial tax rate for Fiscal Year 2011 is \$28.32 per thousand dollars of valuation, so Rivermoor-Citizens shall pay the town \$8,000.40 in property taxes. The assessors may allocate the value on which the tax is based between the Project's real property and personal property in their determination of full and fair cash value of each.

[For each fiscal year, Rivermoor-Citizens shall make two payments of the tax obligations required by this Agreement on October 1st and February 1st at the tax rate for the previous fiscal year, and a pro rated payment on May 1st based on that fiscal year's tax rate.]

3. This Agreement is entered into in good faith to achieve predictability and economic stability for both parties by establishing reasonable, accurate, and reliable tax agreement payments for Rivermoor-Citizens Project. Accordingly, Rivermoor-Citizens and the Town agree that neither party shall seek to use the fair market values established by this Agreement in any future proceedings regarding the value of Rivermoor-Citizens' property in the Town or in any other proceeding regarding the value of other Rivermoor-Citizens property, except as provided in paragraph 5 of this Agreement.

4. This Agreement shall terminate as of fiscal year 2037 unless both parties agree to extend the Agreement with its current terms, such agreement to be in writing.

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6. The Parties agree that, if any provision of this Agreement is determined invalid or unenforceable, the entire Agreement shall be invalid and unenforceable.

7. Rivermoor-Citizens, on behalf of itself and any successors to or assigns of its interest the Project, and the Town shall act in good faith to carry out this Agreement and to resolve amicably any disputes or disagreements which may arise hereunder.

8. In the event Rivermoor-Citizens, LLC or their successors/assigns or its named subsidiary or its successors/assigns in this agreement files for bankruptcy protection this agreement shall become null and void and any taxes accrued from the date of filing shall be in accordance with Massachusetts General Law and not calculated or governed by this agreement.


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Rivermoor-Citizens Agawam, LLC

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