
**FIRST AMENDMENT TO
AGENCY LEASE AGREEMENT**

Dated as of October 1, 2017

by and between

**NEW YORK CITY INDUSTRIAL
DEVELOPMENT AGENCY**

and

**THE BROOKLYN UNION GAS COMPANY
(D/B/A/ NATIONAL GRID NY),**
a corporation organized and existing under the laws of the
State of New York, having its principal office at One
MetroTech Center, Brooklyn, New York 11201, as Lessee

2014 The Brooklyn Union Gas Company Project

Affecting the Utility Equipment located at
the Newtown Creek Wastewater Treatment Plant
at 327 Greenpoint Avenue (a/k/a 397 Greenpoint Avenue) and 371 Greenpoint Avenue,
in Brooklyn, New York, Block 2525, Lot 1 and Block 2527, Lot 2, respectively
in the County of Kings, City and State of New York
as more particularly described in Exhibit A
to this First Amendment to Agency Lease Agreement
on the Official Tax Map of Kings County

Record and Return to:

KATTEN MUCHIN ROSENMAN LLP
575 Madison Avenue
New York, New York 10022
Attention: Patricia A. Mollica, Esq.

File No. 389205.00021

FIRST AMENDMENT TO AGENCY LEASE AGREEMENT

This **FIRST AMENDMENT TO AGENCY LEASE AGREEMENT**, dated as of October 1, 2017 (this “Amendment”), by and between **NEW YORK CITY INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, duly organized and existing under the laws of the State of New York (the “Agency”), having its principal office at 110 William Street, New York, New York 10038, party of the first part, and the **BROOKLYN UNION GAS COMPANY (D/B/A/ NATIONAL GRID NY)**, a corporation organized and existing under and by virtue of the laws of the State of New York (the “Lessee”), having its principal office at One MetroTech Center, Brooklyn, New York 11201, party of the second part, amending the Agency Lease Agreement, dated as of May 1, 2014 (the “Original Lease Agreement”), by and between the Lessee and the Agency (capitalized terms used in the recitals to and within this Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Original Lease Agreement, as amended by this Amendment):

WITNESSETH:

WHEREAS, on May 23, 2014, the Agency entered into a “straight-lease” transaction (as defined in the Act) with the Lessee in connection with the the installation, maintenance and operation by the Lessee of a digester gas purification system comprised of the Utility Equipment at the Newton Creek Wastewater Plant located at 371 Greenpoint Avenue, Brooklyn, New York; and

WHEREAS, in connection with the Project, the Agency and the Lessee entered into various project documents (the “Initial Project Documents”) whereby (i) the Agency acquired a leasehold interest in the Utility Equipment pursuant to a company lease agreement (the “Company Lease Agreement”) from the Lessee to the Agency, (ii) the Agency leased its interest in the Utility Equipment back to the Lessee pursuant to the Original Lease Agreement; and

WHEREAS, the Initial Project Documents provide that the Lessee complete the Project by May 23, 2017 (the “Project Completion Date”); and

WHEREAS, due to certain construction obstacles and delays, the Lessee has requested that the Agency extend the Completion Date to December 31, 2018 (the “Extension”); and

WHEREAS, due to design changes necessitating the relocation of certain Utility Equipment, the Lessee has requested that the Agency amend the Initial Project Documents to provide for the inclusion of an additional premises located at Block 2525, Lot 1 on the Tax Map for the Borough of Brooklyn, located at 327 Greenpoint Avenue (a/k/a 397 Greenpoint Avenue), in Brooklyn, New York (the “Additional Project Premises”); and

WHEREAS, on July 25, 2017, the Agency adopted a resolution authorizing the Agency to enter into amendments to the Initial Project Documents to accommodate such request; and

WHEREAS, the Agency and the Lessee deem it advisable to amend the Original Lease Agreement to, among other things, to reflect the Extension and the inclusion Additional Project Premises.

NOW, THEREFORE, in consideration of the premises and the respective covenants and representations contained in the Original Lease Agreement and the representations set forth herein, the parties hereto agree as follows:

Section 1. Section 1.1 of the Original Lease Agreement

(a) The definition of “Completion Date” set forth in Section 1.1 of the Original Lease Agreement is hereby amended and restated in its entirety to read as follows:

“**Completion Date** shall mean December 31, 2018, as may be extended by any *force majeure* in accordance with Section 11.1.”

(b) The definition of “Project Site” set forth in Section 1.1 of the Original Lease Agreement is hereby amended and restated in its entirety to read as follows:

“**Project Site** shall mean the land upon which the Utility Equipment will be located during the PILOT Term, which is generally known as the Newtown Creek Wastewater Treatment Plant located at 327 Greenpoint Avenue and 371 Greenpoint Avenue (a/k/a 397 Greenpoint Avenue), in Brooklyn, New York.”

Section 2. Section 5.1(b) of the Original Lease Agreement

Section 5.1(b) of the Original Lease Agreement is hereby amended and restated in its entirety to read as follows:

“(b) Description and Address of Project. The Project consists of the installation, maintenance and operation by the Lessee of Utility Equipment at the Newtown Creek Wastewater Treatment Plant located at 327 Greenpoint Avenue and 371 Greenpoint Avenue (a/k/a 397 Greenpoint Avenue), in Brooklyn, New York, being Borough 3, Block 2525, Lot 1 and Block 2527, Lot 2, respectively.

Section 3. Section 8.1(f)(i) of the Original Lease Agreement

Section 8.1(f)(i) of the Original Lease Agreement is hereby amended and restated in its entirety to read as follows:

“(f) Required Evidence of Compliance. The Lessee shall deliver or cause to be delivered, throughout the term of this Agreement, evidence of all Policies required hereunder as set forth in this Section 8.1(f):

(i) All Policies. With respect to all Policies on which an Insured is to be a primary insured, the Insured shall deliver to the Agency a Certificate or Certificates evidencing all Policies required by this Section 8.1: (x) at the Commencement Date, (y) prior to the expiration or sooner termination of Policies, and (z) prior to the commencement of any Construction. If the Certificate in question evidences CGL, such Certificate shall include the Agency as an additional insured in the following manner:

New York City Industrial Development Agency is included as an additional insured on a primary and non-contributory basis for both CGL and Umbrella/Excess, covering the following premises: 327 Greenpoint Avenue and 371 Greenpoint Avenue (a/k/a 397 Greenpoint Avenue), in Brooklyn, New York, as required by written contract, subject to policy terms, conditions and exclusions;

Section 4. Representations, Warranties and Covenants of the Lessee.

The Lessee represents, warrants and covenants as follows:

(a) The Lessee has not encumbered, conveyed, or assigned, collaterally or otherwise, its interest in the leasehold demised to it under the Original Lease Agreement; nor has it assigned, collaterally or otherwise, any of its rights thereunder.

(b) The Lessee is a corporation duly organized, validly existing and in good-standing under the laws of the State of New York, and is not in violation of its bylaws or article of incorporation, as applicable; and has the power and authority to own its property and assets, to carry on its business as now being conducted by it, and to execute, deliver and perform this Amendment and each agreement and instrument contemplated under this Amendment to be executed, delivered and performed.

(c) The execution and delivery of this Amendment has been duly authorized by all requisite action on the part of the Lessee, and the execution and delivery hereof and thereof and compliance with the provisions hereof have not and will not violate any provision of law, any order, judgment or decree of any court or agency of government or the articles of organization or operating agreement of the Lessee or any indenture, agreement or other instrument to which the Lessee is a party or by which it or any of its property is subject or bound, or be in conflict with, or constitute (with due notice and/or lapse of time) a breach of or default under any such indenture, agreement or other such instrument.

(d) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any public board or body pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee, or to the best knowledge of the Lessee any basis therefor, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity or enforceability of the Original Lease Agreement or any other Project Documents.

(e) To the best of the Lessee's knowledge, there exists no event of default under the Original Lease Agreement or any other Project Document.

Section 5. Amendment, Ratification and Confirmation of the Original Lease Agreement. Except as specifically modified by this Amendment, the Lessee hereby ratifies, confirms and reaffirms all of the terms and provisions of the Original Lease Agreement.

Section 6. Severability. If any clause, provision or section of this Amendment shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

Section 7. Effective Date; Counterparts. This Amendment shall become effective upon the satisfaction of the following conditions: (a) the execution and delivery of this Amendment by the parties hereto; (b) payment by or on behalf of the Lessee of all fees and other amounts due and payable to the Agency on or prior to the effective date of this Amendment (including but not limited to any amendment fees in connection herewith); (c) the payment by or on behalf of the Lessee of the fees and expenses of the Agency's Project Counsel, and (d) the receipt by the Agency of all other documents or agreements regarding the Lessee as the Agency may require. This Amendment 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.

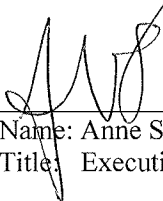
Section 8. Binding Effect. This Amendment shall inure to the benefit of the Agency and the Lessee, and shall be binding upon the Lessee and its successors and assigns.

Section 9. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 10. Date of Amendment for Reference Purposes Only. The date of this Amendment shall be for reference purposes only and shall not be construed to imply that this Amendment was executed on the date first above written. This Amendment was executed and delivered on October 20, 2017.

IN WITNESS WHEREOF, the Agency and the Lessee each has caused its corporate name to be hereunto subscribed by a duly Authorized Representative, all being done as of date first above written.

**NEW YORK CITY INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
Name: Anne Shutkin
Title: Executive Director

**THE BROOKLYN UNION GAS COMPANY
(d/b/a NATIONAL GRID NY)**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Agency and the Lessee each has caused its corporate name to be hereunto subscribed by a duly Authorized Representative, all being done as of date first above written.

**NEW YORK CITY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Anne Shutkin
Title: Executive Director

**THE BROOKLYN UNION GAS COMPANY
(d/b/a NATIONAL GRID NY)**

By:  _____
Name: Kenneth Daly
Title: President

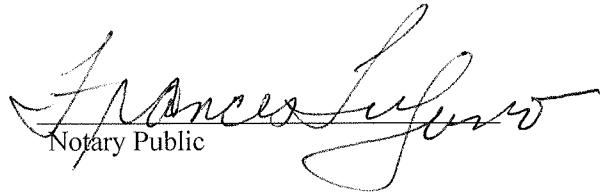
[SIGNATURE PAGE TO FIRST AMENDMENT TO AGENCY LEASE]

STATE OF NEW YORK)

) s.s.:

COUNTY OF NEW YORK)

On the 14 day of October in the year 2017, before me, the undersigned, personally appeared Anne Shutkin, 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 she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

FRANCES TUFANO
Notary Public, State of New York
No. 01TU5080131
Qualified in Queens County
Commission Expires June 16, 2019

EXHIBIT A

DESCRIPTION OF THE UTILITY EQUIPMENT

This project includes new gas separation equipment to remove the non-beneficial components of the digester gas to upgrade this gas to pipeline quality standards for injection into National Grid's local distribution network for use by local natural gas customers. The removed components include carbon dioxide, water vapor and naturally occurring sulfur compounds.

To complete this process, a Pressure Swing Adsorption (PSA) system will be used that separates the non-beneficial components from the useful methane in the digester gas. The common engineering components that accompany the PSA equipment include:

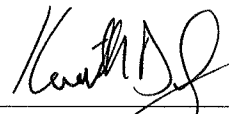
- Feed gas compressor
- Two vacuum pumps or a single compressor
- ASME vessels
- A thermal oxidizer
- And balance of plant equipment such as piping, metering, instrumentation and electrical.

IN WITNESS WHEREOF, the Agency and the Lessee each has caused its corporate name to be hereunto subscribed by a duly Authorized Representative, all being done as of date first above written.

**NEW YORK CITY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Anne Shutkin
Title: Executive Director

**THE BROOKLYN UNION GAS COMPANY
(d/b/a NATIONAL GRID NY)**

By:  _____
Name: Kenneth Daly
Title: President

[SIGNATURE PAGE TO FIRST AMENDMENT TO AGENCY LEASE]