

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (“Agreement”) is made as of the 1st day of April, 2025 by and between ERIE COAST SOLAR, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and qualified to do business in the State of New York as a foreign limited liability company, having an address at 101 Summer Street, 2nd Floor, Boston, Massachusetts 02110 (the “Company”), and the COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York (the “Agency”), having an address at 201 West Third Street, Suite 115, Jamestown, NY 14701.

W I T N E S S E T H:

WHEREAS, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of the State of New York, as amended (the “Enabling Act”) authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, expand, construct, reconstruct, lease, improve, maintain, equip, furnish, and dispose of one or more projects for the purpose of promoting, developing, encouraging, and assisting in the acquisition, expansion, construction, reconstruction, improvement, maintaining, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities, and thereby advance the job opportunities, general prosperity, and economic welfare of the people of the State of New York;

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act and Chapter 71 of the 1972 Laws of New York, as amended (together with the Enabling Act, hereinafter referred to as the “Act”), the Agency, which has been created and established pursuant thereto for the benefit of the County of Chautauqua, proposes to undertake the Project described below;

WHEREAS, the Agency on behalf of the Company intends to undertake a project consisting of: (A)(1) the acquisition of an interest in an approximately 17.1 acre portion of an approximately 30.3 acre parcel of land located at 3584 New Road, Town of Sheridan, County of Chautauqua, New York (the “Land”), which Land is more particularly described on Exhibit A attached hereto, (2) the acquisition, construction, installation, and equipping on the Land of: (i) solar photovoltaic modules mounted on tracking steel structure, (ii) inverters and transformers, (iii) underground and overhead electrical lines, (iv) fencing, and (v) a system of access roads, parking, landscaping and related improvements to the Land (collectively, the “Improvements”), and (3) the acquisition and installation of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the “Equipment” and together with the Land and the

Improvements, collectively, the “Project Facility”), all of the foregoing for use by the Company and/or its affiliates as an approximately 2.2 megawatt A/C solar-powered electrical generation facility; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing in the form of potential exemptions or partial exemptions from real property taxes and sales and use taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company;

WHEREAS, the Company will sublease the Land and the Improvements (collectively, the “Facility”) to the Agency pursuant to a Company Lease Agreement dated as of the date hereof entered into between the Company, as sublessor, and the Agency, as the sublessee (as amended, modified, restated or replaced from time to time, the “Company Lease”);

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sub-sublease the interest of the Agency in the Project Facility to the Company pursuant to an Agency Lease Agreement (Uniform Project Agreement) dated as of the date hereof entered into between the Agency, as sub-sublessor, and the Company, as sub-sublessee (as amended, modified, restated or replaced from time to time, the “Agency Lease”);

WHEREAS, under the present provisions of the Act and under the present Section 412-a of the Real Property Tax Law of the State of New York, upon a proper filing, 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 under its control;

WHEREAS, the Agency’s grant of real property tax exemptions is guided by its Uniform Tax Exemption Policy (“UTEP”) duly adopted by the members of the Agency and the Company’s request for real property tax exemptions represents a deviation from the typical schedules of the Agency’s UTEP;

WHEREAS, in response to the Project’s proposed deviation from the Agency’s UTEP, (A) the Chief Financial Officer of the Agency caused notice of a meeting of the Agency (the “IDA Meeting”) with respect to the proposed deviation from the Agency’s UTEP to be mailed on April 1, 2024 to the chief executive officer of each Affected Tax Jurisdiction (as hereinafter defined) and to all other persons required by applicable law; (B) the members of the Agency held the IDA Meeting on April 23, 2024, (C) the members of the Agency reviewed and responded to any comments or correspondence received from the Affected Tax Jurisdiction at or before the IDA Meeting regarding the proposed deviation from the Agency’s UTEP, and (D) the members of the Agency passed a resolution on April 23, 2024 approving such proposed deviation (the “Deviation Resolution”);

WHEREAS, by resolution adopted by the members of the Agency on April 23, 2024 (the “Authorizing Resolution”), the Agency determined to proceed with the Project, to grant the Financial Assistance (as defined in the Agency Lease) and to enter into the “straight lease transaction” (as such quoted term is defined in the Act) contemplated by this Agreement and the other Transaction Documents (as defined in the Agency Lease); and

WHEREAS, the Agency and the Company have requested or will request that the assessor for the Town of Sheridan (the “Assessor”) and the Chautauqua County Real Property

Tax Director, as applicable, create a new tax parcel, the "Solar Parcel", specific to the Improvements, and that only the Improvements shall be assigned to the Solar Parcel. The Solar Parcel shall be subject to the Agency Lease, the Company Lease and this Agreement;

NOW, THEREFORE, in consideration of the premises and the payments, agreements, and covenants hereinafter contained, the Company and the Agency formally covenant and agree as follows:

Section 1. Tax-Exempt Status of Facility

(a) Application. The Company shall complete, and the Agency shall endeavor to file an application for tax exemption pursuant to Section 412-a of the Real Property Tax Law with respect to the Improvements within thirty (30) days following Closing Date (as defined in the Agency Lease). The Agency shall submit such application, together with a copy of this Agreement, to the Assessor and provide a copy of such filing to of each of the "affected tax jurisdictions" (as defined in the Act) having jurisdiction over the Project Facility, including without limitation, the County of Chautauqua (the "County"), the Town of Sheridan (the "Town") and the Fredonia Central School District (the "School District") (such affected tax jurisdictions, and any successors thereto, being hereinafter collectively referred to as the "Affected Tax Jurisdictions" and individually, as an "Affect Tax Jurisdiction"). The Improvements shall not be entitled to exempt status on the tax rolls of any Affected Tax Jurisdiction until the first tax year of such Affected Tax Jurisdiction following the first taxable status date of such Affected Tax Jurisdiction occurring subsequent to the Agency acquiring a leasehold interest in the Project Facility and the filing by the Agency of the application for tax exemption (such tax year, the "Exemption Commencement Tax Year").

(b) Reserved.

(c) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law 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 Agency Lease, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility, and the Company shall be required to pay the same as they become due on the Project Facility.

(d) Other Charges. If any taxes, assessments, service charges or other governmental charges become payable by the Agency or the Company on the rents under the Agency Lease or the Company Lease or the occupancy of or any interest of the Agency or the Company in the Project Facility or any part thereof or any personal property used in connection with the business conducted and located therein, the amount of any tax, assessment or charges shall be paid by the Company. Furthermore, water charges, sewer rentals, sewage treatment charges, solid waste charges and any other charges in the nature of utility charges shall be paid directly by the Company and shall not be credited against nor affect in any manner any payment in lieu of general real estate taxes in any year and shall be computed pursuant to the formula adopted by the relevant Affected Tax Jurisdictions.

Section 2. Payments.

(a) Tax Payments. Prior to the Exemption Commencement Tax Year, the Company shall pay all applicable real property taxes lawfully levied and/or assessed against the Improvements to the applicable Affected Tax Jurisdictions.

(b) PILOT Payments. Starting with the Exemption Commencement Tax Year, the Company shall make payments in lieu of general real estate taxes for each tax year during the PILOT Term (as defined below): in the total amount set forth in Section 2(b)(1) and Section 2(b)(2) hereof (“PILOT Payments”).

(1) Construction Period: In each tax year during the PILOT Term (as defined below) occurring prior to the tax year associated with the first March 1 taxable status date following the Commercial Operation Date (as defined below), the PILOT Payment shall be \$0. The “Commercial Operation Date” shall be the date on which the Project Facility first commences generating electricity for sale, excluding electricity generated during the period of on-site test operations and commissioning of the Project Facility. For purposes of this Agreement, the Commercial Operation Date is deemed to be the commercial operation date indicated in the Company’s notice of commercial operation to the New York Independent System Operator (“NYISO”) for the Project Facility. Within thirty (30) days after its notice to the NYISO, the Company shall provide notice to the Agency of the Commercial Operation Date. Due to energy market conditions, among other reasons, the Company is not able to make any representations regarding when or whether the Project Facility will be constructed and therefore when PILOT Payments would commence. The Company shall not be obligated to make PILOT Payments during construction of the Project Facility.

(2) Operational Period: In each tax year during the PILOT Term beginning with the tax year associated with the first March 1 taxable status date following the Commercial Operation Date, the Company shall make annual PILOT Payments in an aggregate amount equal to the product of (a) the actual installed nameplate AC output capacity of the Project Facility (the “Installed Capacity”), expressed in MW, times (b) \$4,250 per MW of Installed Capacity (the “Payment Rate”), which rate shall be increased by two percent (2%) annually, commencing with the second PILOT Payment. The Company shall certify to the Agency the initial Installed Capacity as of the Commercial Operation Date and any changes to the Installed Capacity during the PILOT Term (as defined below). A form of the Installed Capacity Certification is attached hereto as Exhibit A. The following schedule is intended to serve as an illustration of the potential PILOT Payments that would be due under this Agreement if the Project Facility has an Installed Capacity of 2.2 MW.

<u>PILOT Year</u>	<u>Annual PILOT Payment</u>
1	\$9,350
2	\$9,537
3	\$9,728
4	\$9,922
5	\$10,121

6	\$10,323
7	\$10,530
8	\$10,740
9	\$10,955
10	\$11,174
11	\$11,398
12	\$11,626
13	\$11,858
14	\$12,095
15	\$12,337
16	\$12,584
17	\$12,836
18	\$13,092
19	\$13,354
20	\$13,621
21	\$13,894
22	\$14,171
23	\$14,455
24	\$14,744
25	\$15,039

The Company acknowledges that no exemption is granted by the Agency with respect to, and the Company shall continue to pay the real property taxes assessed from time to time on, the Land and any buildings or improvements thereon (other than the Improvements) for the PILOT Term, as well as any ad valorem levies or special assessments.

(c) **Maximum Payment.** Notwithstanding anything to the contrary herein, each PILOT Payment shall not exceed the amount the Company would pay under normal calculations for any tax year with respect to the Improvements. Hence, if the general real estate tax (calculated as if the Company were the record owner of the Improvements and the Agency held no interest therein, and the Improvements were assessed at full value for purposes of taxation) otherwise due any Affected Tax Jurisdiction decreases due to a reduction in tax rates or otherwise below the PILOT Payments specified in Section 2(b) above, then the PILOT Payments due that Affected Tax Jurisdiction shall be decreased to equal the tax that would otherwise be due. If, however, a PILOT Payment has been so reduced, and the taxes that would otherwise be due subsequently increase, the PILOT Payment shall similarly increase, but not in excess of the amount specified in Section 2(b) above. Except as set forth in this paragraph, such PILOT Payments shall not be reduced during the PILOT Term, regardless of any reduction in the underlying assessment for the Improvements.

(d) **Payments to Agency.**

(1) At least twenty (20) days prior to the due date for a PILOT Payment, the Agency shall present an invoice to the Company stating the amount of the PILOT Payment(s) owed and the date when due.

(2) All PILOT Payments shall be made by the Company directly to the Agency promptly upon receipt of such invoice from the Agency at the address set forth in such invoice, or at such other address as the Agency may specify in writing to the Company. It is understood that the Agency shall receive the PILOT Payments in trust for each of the Affected Tax Jurisdictions, and the Agency shall forward such payments to each such Affected Tax Jurisdiction within thirty (30) days after receipt thereof. All PILOT Payments hereunder shall be allocated among the Affected Tax Jurisdictions in proportion to the amount of real property and other taxes and assessments that would have been received by each such Affected Tax Jurisdiction had the Improvements not been tax exempt due to the status of the Agency as of the Closing Date. This provision constitutes the formula for the calculation of the amounts of the PILOT Payments for each Affected Tax Jurisdiction as required by Section 859-a(6) of the General Municipal Law.

(e) Due Dates; Interest; and Penalties. The Agency will bill the Company for the respective PILOT Payments as if the Improvements were on the tax rolls at the time when taxes for each Affected Tax Jurisdiction are due. All payments are net if paid on or before the due dates listed below. If any PILOT Payment is not made on or before the due date, such payment shall be delinquent and the unpaid amount(s) shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Affected Tax Jurisdiction and as further provided in the General Municipal Law, including Section 874(5) thereof, which currently provides for a late charge equal to five (5%) percent of the unpaid amount for the first month, and for each month, or part thereof, that the payment is delinquent beyond the first month, interest shall accrue to and be paid to the Affected Tax Jurisdiction on the total amount due plus an additional late charge equal to one (1%) percent per month of the total amount payable. The Company agrees to pay all such late charges, interest and penalties when due.

As of the date of this Agreement, the due dates for the PILOT Payments are as follows:

County and Town Taxes:	January 30th
School Taxes:	September 30th

(f) Partial Sale: Transferee's Obligation.

(1) Release of Portion of the Project Facility. Pursuant to the Agency Lease, the Company has the option to sell, transfer, or otherwise dispose of any portion of the Project Facility that is no longer necessary or convenient for the Project Facility or the operation thereof. In the event such portion of the Project Facility is sold, transferred, or otherwise disposed of by the Company, this Agreement and the underlying exemption shall terminate with respect to such portion of the Project Facility, except as otherwise provided in this Agreement.

(2) Transferee's Obligation. During the PILOT Term, in the event any portion of the Project Facility is sold, transferred, or disposed of by the Company to a third party not entitled to continue the real property tax exemption thereon, the transferee(s) thereof will thereafter be responsible for payment of real property taxes on such portion of the Improvements.

(g) **Sale: the Company's Obligation.** In the event that the Agency terminates its interest in and/or transfers the Project Facility to any party other than the Company, the Company's obligation for PILOT Payments shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Company for PILOT Payments shall cease, but the Agency shall take such steps with the purchaser other than the Company to assure that each of the Affected Tax Jurisdictions shall suffer no loss of revenue until the Project Facility can be placed back on the tax rolls and taxes levied and billed therefor.

(h) **Real Estate Taxes on the Land.** The Company covenants and agrees to pay or cause the landowner to pay the applicable real estate tax levies on the Land and any buildings or improvements thereon (other than the Improvements) to the applicable Affected Tax Jurisdictions as and when required by applicable law. In no event shall the Company pay less taxes on the Land and the buildings and improvements thereon (other than the Improvements) on account of this Agreement. Real property taxes shall be paid directly by the Company or the landowner as required by applicable law and shall not be paid to or for the account of the Agency.

(i) **PILOT Payments after PILOT Term.** From and after the end of the PILOT Term and until the Agency's interest in the Project Facility is conveyed to the Company pursuant to the terms of the Agency Lease and the Improvements have been returned to the tax rolls as fully taxable property, the Company shall make PILOT Payments equal to one hundred percent (100%) of the amount of real property taxes and assessments that would have been levied and/or assessed against or with respect to the Improvements as if the Project Facility were owned by the Company and the Agency were not otherwise involved in the Project.

Section 3. **Jobs.** The Company covenants and agrees that it shall, throughout the term of this Agreement, maintain or cause to be maintained the Minimum Employment Requirement (as defined in the Agency Lease) as and when required by the Agency Lease. The Company agrees to deliver to the Agency such written reports as are required pursuant to the Agency Lease.

Section 4. **Effective Date; Duration of Agreement.** This Agreement shall become effective upon the execution and delivery of the Agency Lease and the Company Lease by the Company and the Agency and shall continue in effect until the earlier of (i) December 31 of the calendar year in which the last PILOT Payments are due, or (ii) the date on which the Agency's interest in the Project Facility is terminated pursuant to the Agency Lease or this Agreement (the "PILOT Term").

Section 5. **Events of Default.** The following shall constitute "Events of Default" under this Agreement:

(a) failure by the Company to make any payment specified herein and the continuance of such failure for a period of ten (10) business days following written notice from the Agency or any Affected Tax Jurisdiction;

(b) failure by the Company to comply with or perform any provision of this Agreement other than the payment provisions hereof and the continuance of such failure for a period of thirty (30) days following written notice thereof by the Agency to the Company; and/or

(c) default in the terms of any Transaction Document (as defined in the Agency Lease) beyond any applicable grace period.

Upon the occurrence and continuance of an Event of Default hereunder, the Company shall be required to make payments in lieu of general real estate taxes levied by the Affected Tax Jurisdictions on the Improvements (or those portions of the Improvements then exempt) as if it were owned by the Company and the Agency held no interest therein, such amounts to commence to be paid for the period subsequent to the date it is determined by the Agency that there is an Event of Default hereunder. In such event, the tax rate, interest and penalties shall be those then in effect in the jurisdiction(s) in which the Improvements are (or those portions of the Improvements then exempt are) located.

Upon the occurrence and continuance of an Event of Default hereunder, Agency shall be entitled to sue to enforce any provision of the Agreement and to recover the PILOT Payments in default from the Company without acceleration, together with all the costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and attorney's fees and expenses) and interest at the rate specified in Section 2(e) above. In addition, the Agency shall have the right to terminate the Agency Lease, the Company Lease and this Agreement at any time. In the event the Agency Lease, the Company Lease, and this Agreement are terminated by the Agency and the Improvements do not become immediately subject to real property taxation, the Company shall be obligated to make payments in lieu of taxes to the Agency for the benefit of the involved Affected Tax Jurisdictions in amounts equal to those amounts which would be due from the Company to the respective Affected Tax Jurisdictions if the Improvements were owned by the Company and not the Agency until the first tax year in which the Agency is not reflected as having an interest in the Project Facility. In such event, the tax rate, interest and penalties shall be those then in effect for the Affected Tax Jurisdictions in which the Project Facility is (or those portions of the Project Facility then exempt are) located. The Company's obligation to make such payments in lieu of taxes shall survive termination of this Agreement.

The Agency, in enforcing payment by the Company of said amounts, may take whatever action and exercise any or all of the rights and remedies specified in this Agreement or any other remedy provided by law.

Each and every 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. The Company irrevocably agrees that any suit, action, or other legal proceeding arising out of this Agreement may be brought in the courts of record of the State of New York, or the courts of United States District Court for the Western District of New York, 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.

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 by the Agency. Further, no payment by the Company or receipt by the Agency or an Affected Tax Jurisdiction of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency and/or any Affected Tax Jurisdiction may accept any check or payment as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

In no event shall the Agency be liable to any of the Affected Tax Jurisdiction for the payments specified herein, whether or not the Company makes such payments. The Company hereby agrees to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency from and against any such liability for such payments and against all penalties, interest, and other charges resulting from the delinquency of such payments; provided, however, that the Company shall have the right to control the defense of any such action, proceeding or matter.

Prior to the exercise of any remedy by the Agency hereunder following an Event of Default, the Company, any Successor (as defined in the Agency Lease), any Lender (as defined in the Agency Lease), and any Tax Equity Financing Party (as defined in the Agency Lease) shall have an absolute right to cure such Event of Default during the time period allowed for curing the same. If the Company at any time during the PILOT Term prior to the occurrence of an Event of Default provides a written request to the Agency that notices hereunder be provided to any Lender (as defined in the Agency Lease) or Tax Equity Financing Party (as defined in the Agency Lease), any such Lender (as defined in the Agency Lease) or Tax Equity Financing Party (as defined in the Agency Lease) shall be afforded an additional sixty (60) days (beyond the time period allowed for the Company to cure) within which to cure an Event of Default on behalf of the Company.

Section 6. Covenants by the Agency. The Agency covenants that, unless otherwise required by law, the Agency will not enact or adopt any laws, ordinances, rules, or regulations imposing any taxes, assessments, or other charges or payments on the Project or the Company's subleasehold interest or personal property therein, or its use or occupancy thereof or its gross receipts or income therefore, except as the Company and the Agency have herein agreed, or may agree from time to time in the future.

Section 7. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given, if by delivery, when delivered and, if delivered by mail, on the second day following the day on which mailed by certified mail, postage prepaid, addressed as follows:

To the Agency: County of Chautauqua Industrial Development Agency
201 West Third Street Suite 115
Jamestown, NY 14701
Attention: Administrative Director/CEO

With a copy to: Phillips Lytle LLP
201 West Third Street, Suite 205
Jamestown, NY 14701
Attention: Milan K. Tyler, Esq.

To the Company: Erie Coast Solar, LLC
101 Summer Street, 2nd Floor
Boston, Massachusetts 02110
Attn: Asset Management

With a copy to: Barclay Damon LLP
125 E Jefferson Street
Syracuse, NY 13202
Attn: Kevin McAuliffe, Esq.

The Agency or 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 8. Assignment of Agreement. This Agreement shall be binding upon the successors and assigns of the Company, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless such successor assumes and agrees to be bound by the terms of this Agreement. In the event the Agency Lease is assigned by the Company, this Agreement shall be assigned by the Company in connection therewith. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto and the Affected Tax Jurisdictions.

Section 9. Independent Agreement. Notwithstanding any other provision of this Agreement, including the recitals hereof, the parties agree that the Agency Lease and Company Lease executed between the parties hereto shall be separate and independent documents from this Agreement, and irrespective of whether any provision of this Agreement or the entirety hereof shall be held invalid or unenforceable by any court of competent jurisdiction, the Agency Lease and the Company Lease shall be construed, interpreted, and otherwise regarded separate and apart from this Agreement. The parties hereto specifically note that the considerations and terms provided for in this Agreement and provided for in the Agency Lease and the Company Lease are the only considerations and terms for which the parties hereto have executed this Agreement.

Section 10. Amendments. This Agreement may not be modified, amended, supplemented, or changed without the written consent of the Agency and the Company .

Section 11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12. Prior Agreements; Counterparts. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, whether written or oral, among the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 13. Delivery of Agreement. The Agency agrees to use its best efforts to deliver to each Affected Tax Jurisdictions a copy of this Agreement within fifteen (15) days after its execution by the Agency.

Section 14. Applicable Law. This Agreement shall be governed and construed under the internal laws of the State of New York, as the same may be in effect from time to time, without regard to principles of conflicts of law.

Section 15. WAIVER OF JURY TRIAL. THE AGENCY AND THE COMPANY HEREBY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING IN CONNECTION WITH THIS AGREEMENT.

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IN WITNESS WHEREOF, the Agency and the Company have executed this Agreement as of the date first above written.

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Shelby Bilskie
Chief Financial Officer

ERIE COAST SOLAR, LLC

By: _____
Name: Chris Clark
Title: Vice President

[Signature Page to PILOT Agreement]

IN WITNESS WHEREOF, the Agency and the Company have executed this Agreement as of the date first above written.

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Shelby Bilskie
Chief Financial Officer

ERIE COAST SOLAR, LLC


By: _____
Name: Chris Clark
Title: ~~Senior~~ Vice President

[Signature Page to PILOT Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF CHAUTAUQUA)

On the 9th day of March, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Shelby Bilskie, 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.

Rosemarie Strandburg
Notary Public, State of New York
Reg. No. 01ST0021819
Qualified in Chautauqua County
Commission Expires March 5, 2028



Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of March, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Chris Clark, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Acknowledgment Page to PILOT Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF CHAUTAUQUA)

On the ____ day of March, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Shelby Bilskie, 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.

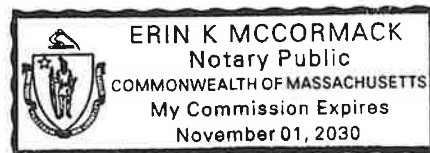
Notary Public

STATE OF *Massachusetts*)
) ss.:
COUNTY OF *Suffolk*)

On the 10 day of March, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Chris Clark, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Erin K. McCormack

Notary Public



[Acknowledgment Page to PILOT Agreement]

EXHIBIT A

LAND

ALL that tract or parcel of land situate in the Town of Sheridan, County of Chautauqua, State of New York, and being bounded and described as follows:

COMMENCING at a point at the intersection of the centerline of County Road 323 (New Road), with the division line between lands now or formerly of Kenneth Paradiso, Tax Acct. 80.-03-51.4, on the east and the lands now or formerly of Nicholas R. Anson, Tax Acct. 80.18-01-02, on the west, said point also having coordinates of N: 902,242.37, E: 956,382.39; thence North 01°07'30" East, along said division line a distance of 33.05 feet to a point in the northerly highway boundary for said County Road 323 (New Road); thence South 85°17'30" East, along said northerly highway boundary, a distance of 103.90 feet to the Point of BEGINNING; thence

The following seventeen (17) courses and distances continue through the said lands of Kenneth Paradiso, Tax Acct. 80.-03-51.4:

1. (L1) North 00°00'00" East, a distance of 700.00 feet to a point; thence
2. (L2) North 90°00'00" West, a distance of 15.00 feet to a point; thence
3. (L3) North 00°00'00" East, a distance of 290.00 feet to a point; thence
4. (L4) North 90°00'00" East, a distance of 15.00 feet to a point; thence 5. (L5) North 00°00'00" East, a distance of 88.00 feet to a point; thence
6. (L6) North 90°00'00" East, a distance of 64.50 feet to a point; thence
7. (L7) North 00°00'00" East, a distance of 307.00 feet to a point, having coordinates of N: 903,651.90, E: 956,551.09; thence
8. (L8) North 90°00'00" East, a distance of 180.00 feet to a point; thence
9. (L9) South 00°00'00" West, a distance of 203.00 feet to a point; thence
10. (L10) North 90°00'00" East, a distance of 67.00 feet to a point; thence
11. (L11) South 00°00'00" West, a distance of 34.00 feet to a point; thence
12. (L12) North 90°00'00" East, a distance of 348.00 feet to a point, having coordinates of N: 903,414.90, E: 957,146.09; thence
13. (L13) South 00°00'41" East, a distance of 970.00 feet to a point; thence
14. (L14) South 90°00'00" West, a distance of 482.97 feet to a point; thence
15. (L15) North 45°00'00" West, a distance of 37.78 feet to a point; having coordinates of N: 902,471.62, E: 956,636.59; thence
16. (L16) South 89°52'32" West, a distance of 100.00 feet to a point; thence
17. (L17) South 00°00'00" West, a distance of 208.62 feet to a point in the northerly highway boundary for said County Road 323 (New Road); thence
18. (L18) North 85°17'30" West, along said highway boundary, a distance of 50.17 feet to the POINT AND PLACE OF BEGINNING.

CONTAINING an area of 15.853 acres more or less, (690,566± sqft.).

INTENDING to be a Lease Parcel part of the lands now or formerly of Kenneth Paradiso, Tax Acct. 80.-03-51.4, for the purpose of the Erie Coast Solar Project.