
COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY
as sublessor

AND

CONNECTGEN CHAUTAUQUA COUNTY LLC
as sublessee

AGENCY LEASE AGREEMENT
(UNIFORM PROJECT AGREEMENT)

DATED AS OF SEPTEMBER 1, 2024

ADDRESS: Intersection of Route 3 (Miller Road)
and Route 6 (NE Sherman Road)
VILLAGE: --
TOWN: Ripley
COUNTY: Chautauqua
STATE: New York

Prepared By:

Phillips Lytle LLP
201 West Third Street, Suite 205
Jamestown, New York 14701
Attention: Milan K. Tyler, Esq.

**AGENCY LEASE AGREEMENT
(UNIFORM PROJECT AGREEMENT)**

THIS AGENCY LEASE AGREEMENT (UNIFORM PROJECT AGREEMENT) dated as of September 1, 2024 (this "Lease") by and between 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, having an office at 201 West Third Street, Suite 115, Jamestown, NY 14701 (the "Agency"), and CONNECTGEN CHAUTAUQUA COUNTY 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 1001 McKinney Street, Suite 700, Houston, TX 77002 (the "Company").

W I T N E S S E T H :

WHEREAS, the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws 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 promote, develop, encourage and assist in the acquiring, renovating, construction, reconstruction, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, including industrial pollution control facilities, and to thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

WHEREAS, in accordance with the provisions of the Enabling Act, the Agency was established pursuant to Chapter 71 of the 1972 Laws of the State of New York, as amended, constituting Section 895-h of the New York General Municipal Law (said Chapter and the Enabling Act, each as amended from time to time, collectively, the "Act"), for the benefit of the County of Chautauqua and its inhabitants; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, renovate, construct, reconstruct and install one or more "projects" (as defined in the Act), or to cause said projects to be acquired, renovated, constructed, reconstructed and installed and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Company presented an application for financial assistance (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") consisting of the following: (A)(1) the acquisition of an interest in the Company's fee, leasehold, and easement interests in certain parcels of land located at and in the vicinity of the intersection of Route 3 (Miller Road) and Route 6 (NE Sherman Road) in the Town of Ripley, Chautauqua County, New York (collectively, as may be supplemented by the parties from time to time, the "Land"), (2) the construction, installation and equipping on or under the Land of: (i) a buried and overhead collection line system, (ii) a collection substation, (iii) a feeder line to carry electricity to the point of interconnection, (iv) an

interconnection substation facility, (v) operations and maintenance structure(s), and (vi) a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the “Improvements”), and (3) the acquisition of an interest in certain furniture, fixtures, machinery and equipment necessary for the completion thereof, including photovoltaic panels producing direct current (“DC”) electricity with a planned total rated alternating current (“AC”) output capacity of up to 270 megawatts (“MW”), AC to be mounted on fixed-tilt or tracking panel racks, inverters to convert DC electricity to AC electricity, and related facilities (collectively, the “Equipment”), all of the foregoing for use by the Company as a solar-powered electric generating facility (collectively, the “Project 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, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes) (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Company or such other entity(ies) as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Administrative Director/CEO of the Agency (A) caused notice of a public hearing of the Agency pursuant to Section 859-a of the Act (the “Public Hearing”) to hear all persons interested in the Project and the Financial Assistance contemplated by the Agency with respect to the Project, to be mailed on January 7, 2022 to the chief executive officer of the County of Chautauqua (the “County”) and of each other affected tax jurisdiction within which the Project Facility is or is to be located, and posted a copy of the Application on the Agency’s website; (B) caused notice of the Public Hearing to be published on January 8, 2022 in *The Observer*, a newspaper of general circulation available to residents of the County; (C) caused the Public Hearing to be conducted on January 20, 2022, at 10:00 a.m., local time, at Meeder’s Restaurant, 19 East Main Street, Town of Ripley, County of Chautauqua, New York; (D) caused the Public Hearing to be streamed on the Agency’s website in real-time and a recording of the Public Hearing to be posted on the Agency’s website, all in accordance with Section 857 of the Act, as amended; and (E) caused a written report of the Public Hearing to be prepared which fairly summarizes the views presented at the Public Hearing and collected written comments from the public (collectively, the “Report”) and distributed the Report to the members of the Agency; and

WHEREAS, the Project requires a siting permit under Section 94-c of the New York Executive Law and is therefore exempt from review under Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended, and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, “SEQRA”), and a determination by the Agency as to whether the Project may have a “significant effect on the environment” (as said quoted term is defined under SEQRA) is not required; and

WHEREAS, in accordance with Section 874(4) of the Act, (A) the Administrative Director/CEO of the Agency caused a letter dated January 7, 2022 (the “PILOT Deviation Notice Letter”) to be mailed to the chief executive officer of each affected tax jurisdiction, informing said individuals that the Agency would, at its meeting on January 25, 2022 (the “IDA Meeting”),

consider a proposed deviation from the Agency's Uniform Tax Exemption Policy and Guidelines (the "Tax Exemption Policy") with respect to the payment in lieu of taxes agreement to be entered into by the Agency with respect to the Project Facility and pursuant to which the Agency would grant an exemption from real property taxes with respect to the Project Facility; and (B) the members of the Agency conducted the IDA Meeting on January 25, 2022, reviewed any comments and correspondence received with respect to the proposed deviation from the Tax Exemption Policy and approved the proposed deviation from the Tax Exemption Policy; and

WHEREAS, by resolution adopted by the members of the Agency on January 25, 2022 (the "Authorizing Resolution"), the Agency, following a review of the Report, determined to proceed with the Project, to grant the Financial Assistance and to enter into the "straight lease transaction" (as such quoted term is defined in the Act) contemplated by this Lease and the other Transaction Documents (as hereinafter defined); and

WHEREAS, the Agency proposes to appoint the Company as agent of the Agency to undertake the acquisition, construction, installation and equipping of the Project Facility and to sublease the Project Facility to the Company, and the Company desires to act as agent of the Agency to undertake the acquisition, construction, installation and equipping of the Project Facility and to sublease the Project Facility from the Agency, all pursuant to the terms and conditions hereinafter set forth in this Lease and in the other Transaction Documents; and

WHEREAS, the acquisition of an interest in the Project Facility, the straight lease of the Project Facility and the granting of the Financial Assistance by the Agency to the Company are for proper purposes, including, without limitation, the advancement of the job opportunities, health, general prosperity and economic welfare of the inhabitants of the State of New York and the prevention of unemployment and economic deterioration pursuant to the provisions of the Act; and

WHEREAS, the members of the Agency have determined that (A) the granting of the Financial Assistance by the Agency to the Company is necessary to induce the Company to proceed with the Project, and (B) there is a likelihood that the Project would not be undertaken but for the granting of the Financial Assistance by the Agency to the Company; and

WHEREAS, immediately prior to the execution and delivery of this Lease, the Company will execute and deliver or cause to be executed and delivered to the Agency a certain company lease agreement of even date herewith (the "Company Lease") between the Company and the Agency, which conveys to the Agency a leasehold interest in and to the Project Facility; and

WHEREAS, pursuant to a certain Payment in Lieu of Taxes Agreement of even date herewith between the Company and the Agency (the "PILOT Agreement"), the Company has agreed to make certain payments in lieu of real property taxes with respect to the Project Facility and the Agency has agreed to file certain paperwork for real property tax abatement on behalf of the Company with respect to the Project Facility; and

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

ARTICLE I DEFINITIONS

SECTION 1.1 DEFINITIONS. The following words and terms used in this Lease shall have the respective meanings set forth below, unless the context or use indicates another or different meaning or intent:

“Act” shall have the meaning assigned to such term in the recitals to this Lease.

“Administrative Fee” shall have the meaning assigned to such term in Section 5.3 of this Lease.

“Affected Tax Jurisdictions” shall have the meaning assigned to such term in Section 6.5(B) of this Lease.

“Affiliate” of a Person means a Person who directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, such Person. The term “control” means (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, or (ii) the ownership, either directly or indirectly, of at least fifty-one percent (51%) of the voting stock or other equity interest of such Person.

“Agency” means (A) the County of Chautauqua Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which the County of Chautauqua Industrial Development Agency, or its successors or assigns, may be a party.

“Anti-Terrorism Laws” means any applicable laws relating to terrorism or money laundering, including Executive Order No. 13224, the USA Patriot Act, applicable laws comprising or implementing the Bank Secrecy Act, and applicable laws administered by the United States Treasury Department’s Office of Foreign Asset Control (as any of the foregoing may from time to time be amended, renewed, extended, or replaced).

“Applicable Law” or “Applicable Laws” means, individually or collectively as the context may require, all current and future statutes, codes, laws, acts, ordinances, treaties, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, determinations and requirements, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof (the applicability of the foregoing to be determined both as if the Agency were the owner of an interest in the Project Facility and as if the Company and not the Agency were the owner of an interest in the Project Facility), including but not limited to (1) applicable health, building, zoning, use, rent, accessibility, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2) restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to

the foregoing, (3) judgments, decrees, orders or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority, and (4) applicable covenants and restrictions relating in any way to the Project Facility.

“Application” shall have the meaning assigned to such term in the recitals to this Lease.

“Authorizing Resolution” shall have the meaning assigned to such term in the recitals to this Lease.

“Authorized Representative” means the Person or Persons at the time designated to act on behalf of the Agency or the Company, as the case may be, by written certificate furnished to the Agency or the Company, as the case may be, containing the specimen signature of each such Person and signed on behalf of (A) the Agency by its Chairman, Vice-Chairman, Secretary, Executive Director, Administrative Director, Chief Financial Officer or such other Person as may be authorized by resolution of the members of the Agency to act on behalf of the Agency, and (B) the Company by its President or any Vice President, if a corporation, or a member or a manager, if a limited liability company, or a general partner, if a partnership, or such other Person as may be authorized in writing by the members of such limited liability company or by the board of directors of such corporation or by the general partner of such partnership, to act on behalf of the Company, as the case may be.

“Business Day” means a day on which banks located in the County are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

“Closing” means the closing at which this Lease and the other Transaction Documents are executed and delivered by the Company, the Agency and the other parties thereto.

“Closing Date” means the date of the Closing.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations of the United States Treasury Department promulgated thereunder.

“Collateral” shall have the meaning assigned to such term in Section 5.5 of this Lease.

“Commissioner” means the Commissioner of Taxation and Finance of the State of New York.

“Company” means ConnectGen Chautauqua County 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, and its successors and assigns, to the extent permitted pursuant to this Lease.

“Company Lease” shall have the meaning assigned to such term in the recitals to this Lease.

“Completion Date” means such date as shall be certified by the Company to the Agency (and accepted by the Agency in its reasonable discretion) as the date of completion of the Project pursuant to Section 4.2 of this Lease, or such earlier date as the Company shall notify the Agency as being the date of completion of the Project (subject to acceptance thereof by the Agency in its reasonable discretion).

“Compliance Report” shall have the meaning assigned to such term in Section 8.11(J)(3) of this Lease.

“Condemnation” means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any Governmental Authority.

“County” means the County of Chautauqua, New York.

“Default Interest Rate” means a rate of interest equal to eighteen percent (18%) per annum or the maximum rate permitted by applicable law, whichever is less.

“Environmental Indemnification” shall have the meaning assigned to such term in Section 3.3 of this Lease.

“Environmental Law” or “Environmental Laws” shall have the meaning assigned to such term in Section 3.3 of this Lease.

“Equipment” shall have the meaning assigned to such term in the recitals to this Lease and shall include all those materials, machinery, equipment, fixtures, furnishings and other items of personal property intended to be acquired with the proceeds of any payment made by the Company pursuant to Section 4.1(H) of this Lease, and such substitutions and replacements therefor as may be made from time to time pursuant to this Lease, including without limitation, all the Property described in Exhibit B attached to this Lease.

“Event of Default” means, with respect to any particular Transaction Document, any event specified as an Event of Default pursuant to the provisions thereof.

“Financial Assistance” means (A) an exemption from all New York State and local sales and use taxes for purchases and rentals of qualifying personal property necessary for the completion of the Project and having a value not exceeding the Maximum Sales Tax Benefit (as hereinafter defined), (B) an exemption from mortgage recording tax with respect to the recording of one or more Mortgages and having a combined value not exceeding the Maximum Mortgage Recording Tax Benefit (as hereinafter defined), and (C) an exemption from real property taxes pursuant to the PILOT Agreement, which exemption the Agency has estimated to have a value of \$38,157,743.

“FNTP” means the full notice to proceed with construction of the Project issued by the Company to its primary general contractor. The Company shall not commence construction of the Project until the FNTP is issued and agrees to promptly provide a copy of same to the Agency upon issuance.

“Form FT-123” means State Form FT-123, *IDA Agent or Project Operator Exempt Purchase Certificate for Fuel*.

“Form ST-123” means State Form ST-123, *IDA Agent or Project Operator Exempt Purchase Certificate*.

“Governmental Authority” means the United States of America, the State, any other state, the County, any political subdivision of any of the foregoing, and any court, tribunal, arbitrator, mediator, agency, department, commission, board, bureau, authority or instrumentality of any of them.

“Gross Proceeds” means one hundred percent (100%) of the proceeds of the transaction with respect to which such term is used, including, but not limited to, the settlement of any insurance or Condemnation award.

“Hazardous Materials” means all (i) hazardous materials including, without limitation, any explosives, radioactive materials, radon, asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, lead based paints, petroleum, petroleum products, methane, hazardous materials, hazardous chemicals, hazardous wastes, extremely hazardous wastes, restricted hazardous wastes, hazardous or toxic substances, toxic pollutants, hazardous air pollutants, pollutants, contaminants, toxic chemicals, toxics, pesticides or related materials as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Clean Water Act, as amended (33 U.S.C. Section 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f, et seq.) the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), Articles 15 or 27 of the New York State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule or regulation of any Governmental Authority having jurisdiction, and (ii) substances identified as emerging contaminants by any Governmental Authority, including, but not limited to, (a) per- and polyfluoroalkyl substances (“PFAS”), including, but not limited to, perfluorooctanoic acid (“PFOA”) and perfluorooctanesulfonic acid (“PFOS”), and (b) 1, 4 dioxane.

“IDA Meeting” shall have the meaning assigned to such term in the recitals to this Lease.

“Improvements” shall have the meaning assigned to such term in the recitals to this Lease.

“Indebtedness” means (1) the monetary obligations of the Company to the Agency or to any of its members, officers, agents (other than the Company), attorneys, servants or employees, past, present or future, under this Lease or any of the other Transaction Documents, and (2) all interest accrued on any of the foregoing.

“Indirect Agent” means any contractor or subcontractor appointed by the Company as an indirect agent of the Agency for sales and use tax exemption purposes performing work or making purchases in connection with the acquisition, construction, installation and equipping of the Project Facility.

“Land” shall have the meaning assigned to such term in the recitals to this Lease and shall mean and include the Company’s fee, leasehold, and easement interests in and to the parcels described on Exhibit A attached hereto, as such interests may be supplemented from time to time.

“Lender” shall mean any bank or other financial institution making a loan to the Company, the proceeds of which will be used to finance the acquisition, construction, installation and equipping of the Project Facility.

“Loan” means a loan made by a Lender to the Company to finance the construction, installation and equipping of the Project Facility.

“Loan Documents” means, collectively, any Mortgage, and any construction or permanent loan documents as may reasonably be requested by any Lender in connection with a Loan.

“Lien” means any interest in Property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including but not limited to a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or a judgment against the Company. The term “Lien” includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including, but not limited to, mechanics’, materialmen’s, landlord’s, warehousemen’s and carriers’ liens and other similar encumbrances affecting real property. For purposes of the Transaction Documents, a Person shall also be deemed to be the owner of any Property that it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

“Mortgage” means one or more mortgages from the Agency and/or the Company to any Mortgagee, to be recorded in the Chautauqua County Clerk’s office contemporaneously with, or subsequent to, the filing and recording of a memorandum of this Lease, securing construction or permanent financing for the Project Facility, executed in accordance with this Lease.

“Mortgagee” means one or more Lenders providing construction and/or permanent financing of the costs of construction, installation and equipping of the Project Facility, including any refinancing of the Project Facility.

“Maximum Mortgage Recording Tax Benefit” means \$4,355,975.

“Maximum Sales Tax Benefit” means \$27,878,240.

“Minimum Employment Requirement” shall have the meaning assigned to such term in Section 2.2 of this Lease.

“Net Proceeds” means so much of the Gross Proceeds with respect to which that term is used as remain after payment of all fees for services, expenses, costs and taxes (including attorneys’ fees) incurred in obtaining such Gross Proceeds.

“Permitted Encumbrances” means (A) utility, access and other easements, rights of way, restrictions, encroachments and exceptions that exist on the Closing Date, (B) Liens for taxes, assessments and utility charges, to the extent permitted by this Lease, (C) any Lien or encumbrance on the Project Facility obtained through any Transaction Document, (D) any Mortgage, and (E) any Lien or encumbrance requested by the Company in writing and consented to by the Agency, which consent shall not be unreasonably withheld, conditioned or delayed.

“Person” means an individual, partnership, limited liability company, corporation, trust, unincorporated organization or Governmental Authority.

“PILOT Agreement” shall have the meaning assigned to such term in the recitals to this Lease.

“PILOT Payment” means a payment in lieu of tax pursuant to the PILOT Agreement.

“Plans and Specifications” means the description of the Project appearing in the recitals to this Lease.

“Prohibited Person” means (i) any Person (A) that is in default or in breach, beyond any applicable grace or cure period, of its obligations under any written agreement with the Agency, or (B) that directly or indirectly controls, is controlled by or is under common control with a Person that is in default or in breach, beyond any applicable grace or cure period, of its obligations under any written agreement with the Agency, unless such default or breach has been waived in writing by the Agency, as the case may be, and (ii) any Person (A) that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, or (B) that directly or indirectly controls, is controlled by or is under common control with a Person that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure.

“Project” means that project being undertaken by the Agency consisting of (A) the acquisition of a leasehold interest in the Project Facility, (B) the construction of the Improvements and related improvements to the Land, (C) the acquisition and installation of the Equipment, (D) the granting of the Financial Assistance, and (E) the subleasing of the Project Facility by the Agency to the Company, all as more particularly described in the recitals to this Lease.

“Project Facility” shall have the meaning assigned to such term in the recitals to this Lease.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, tangible or intangible.

“Public Hearing” shall have the meaning assigned to such term in the recitals to this Lease.

“Real Property Tax Exemption Form” shall have the meaning assigned to such term in Section 6.5(A) of this Lease.

“Recapture Event” shall have the meaning assigned to such term in Section 11.4 of this Lease.

“Recapture of Benefits” shall have the meaning assigned to such term in Section 11.4 of this Lease.

“Report” shall have the meaning assigned to such term in the recitals to this Lease.

“Restricted Party” means any individual or entity: (a) listed in the Annex to the Executive Order No. 13224 or is otherwise subject to the provisions of such Executive Order; (b) listed on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury, as updated or amended from time to time, or any similar list issued by OFAC; or (c) whose property has been blocked, or is subject to seizure, forfeiture or confiscation, by any order relating to terrorism or money laundering issued by the President, Attorney General, Secretary of State, Secretary of Defense, Secretary of the Treasury or any other U.S. State or Federal governmental official or entity.

“Sales Tax Agency Agreement” shall have the meaning assigned to such term in Section 8.11(B) of this Lease.

“SEQRA” shall have the meaning assigned to such term in the recitals to this Lease.

“Special Counsel” means the law firm of Phillips Lytle LLP, Jamestown, New York, or such other attorney or firm of attorneys located in the State whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and who are acceptable to the Agency.

“State” means the State of New York.

“State Sales and Use Taxes” means sales and compensating use taxes and fees imposed by Article 28 or Article 29 of the New York State Tax Law, but excluding such taxes imposed in a city by Section 1107 or Section 1108 of such Article 28.

“Sublease Agreement” or “Sublease Agreements” means any lease, sublease, sub-sublease or other occupancy agreement with respect to the Project Facility, or any part thereof, permitted or approved pursuant to Section 9.3 of this Lease, other than this Lease and the Company Lease.

“Sublessee” or “Sublessees” means each tenant, lessee, sublessee, sub-sublessee or other occupant under a Sublease Agreement.

“Supplemental Interests” means real property interests necessary for and in furtherance of the Project acquired by the Company following the Closing Date and described in a Lease Supplement.

“Tax Equity Financing Party” means any Person acting as a passive equity investor in the Company, any Affiliate, or the Project Facility for purposes of optimizing U.S. federal income tax benefits in connection with the Project or otherwise providing so-called tax equity financing for the Project.

“Termination of Company Lease” means the Termination of Company Lease from the Agency to the Company, pursuant to which the Agency and the Company terminate the Company Lease, substantially in the form attached as Exhibit C to this Lease.

“Termination of Lease” means the Termination of Agency Lease Agreement (Uniform Project Agreement) between the Company and the Agency, pursuant to which the Agency and the Company terminate this Lease, substantially in the form attached as Exhibit F to this Lease.

“Transaction Documents” means the Company Lease, the PILOT Agreement, this Lease, the Sales Tax Agency Agreement, the Environmental Indemnification, and all other instruments, agreements, certificates and documents related thereto and executed in connection therewith, and any other instrument, agreement, certificate or document supplemental thereto.

“UCC” shall have the meaning assigned to such term in Section 5.5 of this Lease.

“Unassigned Rights” means (A) the rights of the Agency granted pursuant to Sections 2.2, 3.1, 3.2, 3.3, 4.1(B), 4.1(D), 4.1(E), 4.1(F), 4.1(G), 5.2 (A), 5.3, 6.1, 6.2, 6.3, 6.4, 6.5, 7.1, 7.2, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.12, 8.13, 8.14, 9.1, 9.3, 11.2, 11.4, 12.4, 12.7, 12.9 and 12.19 of this Lease, (B) the moneys due and to become due to the Agency for its own account or the members, officers, agents, servants and employees, past, present and future, of the Agency for their own account pursuant to Sections 2.2(F), 3.1, 3.3, 4.1, 5.2, 5.3, 6.3, 8.1, 8.9, 8.11, 9.1, 9.3, 10.2, 10.4, 11.2 and 11.4 of this Lease, (C) the moneys due as payments in lieu of taxes pursuant to Section 6.5 of this Lease and as Recapture of Benefits pursuant to Section 11.4 of this Lease, (D) the right of the Agency in its own behalf to enforce the obligation of the Company to undertake and complete the Project and to confirm the qualification of the Project as a “project” under the Act, and (E) the right to enforce the foregoing pursuant to the PILOT Agreement and Section 5.5 and Article X of this Lease.

SECTION 1.2 INTERPRETATION. In this Lease, unless the context otherwise requires:

(A) the terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms as used in this Lease, refer to this Lease, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the Closing Date;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) words importing persons shall include firms, associations, partnerships, trusts, corporations, limited liability companies and other legal entities, including public bodies, as well as natural persons;

(E) any certificates, letters or opinions required to be given pursuant to this Lease shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Lease; and

(F) references to documents, instruments or agreements shall mean such documents, instruments and agreements as they may be amended, modified, renewed, replaced or restated from time to time in accordance with the terms hereof.

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.1 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY. The Agency makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Agency is duly established under the provisions of the Act and has the power to enter into this Lease and the other Transaction Documents to which the Agency is a party and to carry out its obligations hereunder and thereunder. Based upon the representations of the Company, the Project will constitute a “project”, as such quoted term is defined in the Act. By proper official action, the Agency has been duly authorized to execute, deliver and perform this Lease and the other Transaction Documents to which the Agency is a party.

(B) Neither the execution and delivery of this Lease or the other Transaction Documents to which the Agency is a party, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the provisions of this Lease or the other Transaction Documents to which the Agency is a party will conflict with or result in a breach by the Agency of any of the terms, conditions or provisions of the Act, the by-laws of the Agency or any order, judgment, agreement or instrument to which the Agency is a party or by which the Agency is bound, nor will constitute a default by the Agency under any of the foregoing.

(C) Except as provided in Articles IX, X and XI hereof, the Agency, to the extent of its interest therein, shall not sell, assign, transfer, encumber or pledge as security the Project Facility or any part thereof and shall maintain the Project Facility free and clear of all liens or encumbrances created by the Agency, except as contemplated or permitted by the terms of this Lease and the other Transaction Documents.

SECTION 2.2 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, is qualified to do business in the State of New York as a foreign limited liability company, and has the power to enter into this Lease and the other Transaction Documents to which the Company is a party and to carry out its obligations hereunder and thereunder. By proper action of its member, the Company has been duly authorized to execute, deliver and perform this Lease and the other Transaction Documents to which the Company is a party. No other consent, approval or action by the member of the Company or any other consent or approval (governmental or otherwise) or the taking of any other action is required as a condition to the validity or enforceability of this Lease or any of the other Transaction Documents.

(B) Neither the execution and delivery of this Lease or any of the other Transaction Documents to which the Company is a party, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the provisions of this Lease or the other Transaction Documents to which the Company is a party will (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Company's certificate of formation or operating agreement or any other company restriction, order, judgment, agreement, document or instrument to which the Company is a party or by which the Company or any of its Property is bound, or constitute a default by the Company under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon the Project Facility under the terms of any of the foregoing, other than Permitted Encumbrances, (2) conflict with or result in a violation of Applicable Laws, (3) require consent or approval (which has not been heretofore received or which is not likely to be obtained in the ordinary course of business after the date hereof) under any company restriction, agreement or instrument to which the Company is a party or by which the Company or any of its Property may be bound or affected, or (4) require consent or approval (which has not been heretofore received or which is not likely to be obtained in the ordinary course of business after the date hereof) under or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any Governmental Authority having jurisdiction over the Company or any of the Property of the Company.

(C) The completion of the Project Facility by the Company as agent of the Agency, the sublease thereof by the Agency to the Company and the operation thereof by the Company will not result in the removal of a facility or plant of the Company or any Sublessee of the Project Facility, or any part thereof, from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any Sublessee of the

Project Facility, or any part thereof, located in the State; provided, however, that nothing in this Section shall constitute an authorization by the Agency for the Company to lease, sublease, sub-sublease or permit any other occupancy arrangements with respect to the Project Facility or any part thereof without the prior written consent of the Agency, except as set forth in Section 9.3 of this Lease. Therefore, the provisions of subdivision (1) of Section 862 of the Act are not and will not be violated as a result of the granting of the Financial Assistance by the Agency to the Company.

(D) The Transaction Documents to which the Company is a party constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid, legal and binding obligations of the Company, enforceable in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the enforcement of creditors' rights and subject to general equitable principles.

(E) The Project constitutes an industrial facility and will advance the Agency's purposes by promoting job opportunities and preventing economic deterioration in the County. The Project Facility is, and so long as this Lease shall remain in effect, the Project Facility will continue to be a "project", as such quoted term is defined in the Act, and the Company will not take any action (or omit to take any action), or allow any action to be taken or not taken, which action, inaction or omission would in any way cause the Project Facility not to constitute a "project", as such quoted term is defined in the Act.

(F) The Project Facility and the operation thereof will comply in all material respects with all Applicable Laws, and the Company will indemnify, defend (with counsel selected by the Agency) and save the Agency and its officers, members, agents (other than the Company), attorneys, servants and employees, past, present and future, harmless from all claims, liabilities, damages, fees, expenses, fines and penalties due to the Company's failure, or alleged failure, to comply with all Applicable Laws. The Company shall cause all material notices as required by all Applicable Laws to be given, and shall materially comply or cause material compliance with all Applicable Laws applying to or affecting the conduct of work on the Project or the operation of the Project Facility, and the Company will indemnify, defend (with counsel selected by the Agency) and save the Agency and its officers, members, agents (other than the Company), attorneys, servants and employees, past, present and future harmless, from all claims, liabilities, damages, fees, expenses, fines and penalties due to the Company's failure, or alleged failure, to comply therewith; provided that such claims, liabilities, damages, fees, expenses, fines and penalties of the Agency are not incurred or do not result solely from the intentional wrongdoing or gross negligence of the Agency or any of its members, officers, agents (other than the Company), attorneys, servants or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence (except intentional wrongdoing or gross negligence) on the part of the Agency or any of its officers, members, agents (other than the Company), attorneys, servants or employees, and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(G) The Project requires a siting permit under Section 94-c of the New York Executive Law.

(H) The owner, occupant or operator receiving Financial Assistance hereby certifies, under penalty of perjury, that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

(I) The Project is in substantial compliance with all provisions of the Act, including, but not limited to, the provisions of Section 859-a and 862(1) thereof.

(J) To the best of its knowledge without inquiry, there are no actions, suits, investigations or proceedings of or before any Governmental Authority, pending or threatened against the Company or any of its Property which (i) either in any case or in the aggregate, if adversely determined, would materially, adversely affect the business, operations or condition, financial or otherwise, of the Company, or (ii) question the validity of any of the Transaction Documents or any action to be taken in connection with the transactions contemplated thereby.

(K) The Company is not in default with respect to any order, writ, injunction or decree of any Governmental Authority, or in violation of any law, statute or regulation, domestic or foreign, to which the Company or any of its Property is subject.

(L) The subleasing of the Project Facility by the Agency to the Company and the granting of the Financial Assistance have induced the Company to proceed with the Project in the County. The granting of the Financial Assistance by the Agency with respect to the Project Facility, will promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of the County and the State and improve their prosperity and standard of living, and will prevent unemployment and economic deterioration and thereby serve the public purposes of the Act.

(M) The Company shall (i) cause to be created at least two (2) new, full-time equivalent, private sector jobs (measured in worker-years) within one (1) year after the Completion Date and maintain such jobs throughout the term of this Lease, and (ii) cause to be created at least two hundred (200) new, full-time equivalent, private sector construction jobs (measured in worker-years) during the period from the Closing Date until the second anniversary of the Completion Date; all of which jobs shall, at all applicable times during the term of this Lease, be located at the Project Facility (collectively, the "Minimum Employment Requirement").

(N) The funds available to the Company are sufficient to pay all costs in connection with the acquisition, construction, installation and equipping of the Project Facility.

(O) The Company is not a Prohibited Person, no Affiliate of the Company is a Prohibited Person and no member, manager, director or shareholder of the Company is a Prohibited Person.

(P) Neither this Lease, any other Transaction Document, the Application nor any other document, certificate, agreement or instrument furnished to the Agency by or on behalf of the Company contains any untrue statement of a material fact or fails to state a material fact necessary to make the statements contained herein and therein not misleading.

(Q) No funds of the Agency shall be used in connection with the transactions contemplated by this Lease for the purpose of preventing the establishment of an industrial or manufacturing plant or for the purpose of advertising or promotional materials which depict elected or appointed government officials in either print or electronic media, nor shall any funds of the Agency be given hereunder to any group or organization which is attempting to prevent the establishment of an industrial or manufacturing plant within the State.

(R) RESERVED.

(S) The Project Facility is located entirely within the boundaries of the Town of Ripley, County of Chautauqua, State of New York, is not located within the boundaries of any incorporated village or city, and is located only within the Sherman and Ripley Central School Districts.

(T) The total estimated cost of the Project as stated in the Application is \$348,478,000.

(U) As of the Closing Date, no Person is in occupancy or possession of any portion of the Project Facility that will affect the Company's ability to complete and operate the Project Facility.

(V) The Company has not conveyed, assigned, transferred, mortgaged, hypothecated, pledged or granted a security interest in its interest in the Project Facility pursuant to a mortgage, security agreement, pledge or other agreement that prohibits the Company from executing and delivering the Company Lease, this Lease or any other Transaction Document. The Company covenants and agrees that it shall not enter into a mortgage, security agreement, pledge or other agreement pursuant to which the existence of the Company Lease, this Lease or any other Transaction Document would constitute a default or an event of default.

(W) Neither the Company nor any Affiliate of the Company has employed or retained any appointed or elected governmental official to solicit or secure the Agency's undertaking of the Project or its agreement to enter into this Lease or any other Transaction Document upon an agreement of understanding for a commission or percentage, brokerage or contingent fee.

(X) The Project Facility does not and will not constitute a project where facilities or property that are primarily used in making retail sales of goods and/or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project. For purposes of this representation, retail sales shall mean: (i) sales by a registered vendor under Article 28 of the New York Tax Law primarily engaged in the retail sale of tangible personal property, as defined in subparagraph (i) of paragraph four of subdivision (b) of section 1101 of the New York Tax Law; or (ii) sales of a service to such customers.

(Y) The recording of any Mortgage shall not result in the claiming of an exemption from mortgage recording tax in excess of the Maximum Mortgage Recording Tax Benefit.

(Z) Notwithstanding the foregoing or anything to the contrary in this Lease or the other Transaction Documents, the Company makes no representation, warranty or covenant that (1) the Project Facility or any part thereof, whether now existing or hereinafter constructed, will operate at any particular level or with any particular output, (2) the Company will continue to develop the Project or complete construction of the Project Facility, in whole or in part, or (3) the Company will construct and install the full potential generating capacity of the Project Facility.

ARTICLE III CONVEYANCE AND USE OF PROJECT FACILITY

SECTION 3.1 CONVEYANCE TO THE AGENCY. (A) Pursuant to the Company Lease, the Company has conveyed or will convey to the Agency a leasehold interest in and to the Project Facility for the purpose of undertaking and completing the Project. The Company hereby represents and warrants that the Company has good and valid interests in the Land set forth in Exhibit A attached hereto, free and clear from all Liens except for Permitted Encumbrances, and in the Equipment set forth in Exhibit B attached hereto, and agrees that the Company will defend (with counsel selected by the Agency), indemnify and hold the Agency harmless from any expense or liability due to any defect in the leasehold interest granted to the Agency pursuant to the Company Lease.

(B) The Company and the Agency acknowledge that the Project Facility and the leasehold interest therein conveyed to the Agency from the Company and subleased by the Agency back to the Company are not “property” as defined in Title 5-A of the Public Authorities Law of the State because such property and the interests therein are security for the Company’s obligations to the Agency under this Lease and the other Transaction Documents, including, without limitation, (i) the Company’s obligation to acquire, construct, install, equip and maintain the Project Facility on behalf of the Agency, and (ii) the performance by the Company to the Agency of the Company’s other obligations under this Lease and the other Transaction Documents.

SECTION 3.2 USE OF PROJECT FACILITY. (A) Subsequent to the Closing Date, the Company shall be entitled to use the Project Facility in any manner not otherwise prohibited by the Transaction Documents, provided such use causes the Project Facility to qualify or to continue to qualify as a “project” under the Act and does not tend, in the reasonable judgment of the Agency, to bring the Project into disrepute as a public project; provided, further, however, that at no time shall any such use be other than for use by the Company and/or its Affiliates as an up to 270 MW, AC solar-powered electric generating facility, together with uses incidental thereto, except with the prior written consent of the Agency, which consent may be withheld in the Agency’s sole and absolute discretion. The Company shall not occupy, use or operate the Project Facility, or any part thereof, or permit or suffer the Project Facility, or any part thereof, to be occupied, used or operated (1) for any unlawful purpose, or (2) in violation of any certificate of occupancy affecting the Project Facility, or (3) for any use that constitutes a nuisance, public

or private, or (4) for any use that makes void or voidable any insurance then in force with respect thereto, or (5) by any tenant, subtenant, user or occupant whose use, occupancy or operation of the Project Facility would be in violation of Applicable Laws. All permits and licenses necessary for the operation of the Project Facility as contemplated by this Section 3.2 shall be procured promptly by the Company.

(B) Except as otherwise provided after the occurrence of an Event of Default hereunder, (1) the Company has the exclusive right to possess the Project Facility and make improvements relating thereto, and (2) the interest of the Agency in the Project Facility is passive only and nothing contained herein shall authorize or permit the Agency to (a) take possession of the Project Facility, (b) have managerial, executive or participating rights with respect to the Project Facility, meaning, without limitation, that the Company shall have (i) sole and exclusive discretion, determination rights and decisional control over and with respect to the development, construction and operation of, and the structuring of agreements and relationships relating to, the Project Facility, for any and all purposes (including, without limitation, for financing, for tax equity investment, for disposition of renewable energy credits and other benefits and proceeds of operation, and for the purposes contemplated by the Company's interests in the Land) and (ii) the right to freely enter into amendments, modifications, extensions, restatements and/or replacements of any of its interests in the Land, and/or any other agreement with any underlying landowner of the Land; in each case under clauses (i) and (ii) hereof without the consent of or any notice to the Agency, or (c) exercise operational or managerial control over the Company. Any provision of this Lease to the contrary notwithstanding, the Company shall be liable at all times for all risk, loss and damage with respect to the Project Facility.

(C) Nothing in this Section shall constitute an authorization by the Agency for the Company to lease, license, sublease, sub-sublease or permit any other occupancy arrangements with respect to the Project Facility or any part thereof, except in accordance with Section 9.3 of this Lease.

SECTION 3.3 HAZARDOUS MATERIALS.

(A) The Company represents, warrants and covenants that, (i) the Company has not used Hazardous Materials on, from or affecting the Project Facility in any manner that violates any Applicable Law, including, but not limited to, those governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials (each, an "Environmental Law" and, collectively, the "Environmental Laws"), (ii) to the best of the Company's knowledge, the environmental and ecological condition of the Project Facility is not in material violation of any Applicable Law, including, without limitation, any Environmental Law, (iii) the Company has obtained (or will obtain prior to the commencement of commercial operation of the Project Facility) all Environmental Permits required to construct and operate the Project Facility and is in material compliance with their requirements, (iv) to the best of the Company's knowledge, the Land is not listed in CERCLIS, the NPL or any similar state or local listing nor is it included in an area included in such a list, and the Company has no knowledge that such a listing is pending or contemplated, (v) to the best of the Company's knowledge, no event has occurred which, with the passage of time or the giving of notice or

both, would constitute a material violation of any Environmental Law, (vi) to the best of the Company's knowledge, there are not now any underground storage tanks on or under the Land, and (vii) there are no actions, suits, claims or proceedings seeking money damages, injunctive relief, remedial action or any other remedy pending or, to the Company's knowledge, threatened relating to a violation of Environmental Law or the disposal, discharge or release of Hazardous Materials on the Land.

(B) The Company shall keep and shall cause the Project Facility to be kept free of Hazardous Materials except in material compliance with Environmental Laws in connection with its construction, operation and ownership thereof. Without limiting the foregoing, the Company, with respect to its construction, operation and ownership of the Project Facility, shall not cause or permit the Project Facility to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all Environmental Laws, nor shall the Company cause or permit, as a result of any intentional or unintentional act or omission on the part of the Company, or any Sublessee of the Project Facility, or any part thereof, an unlawful release of Hazardous Materials onto, under or from the Project Facility or onto any other property. The Company, with respect to its construction, operation and ownership of the Project Facility, shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Company or its members, managers, shareholders, directors, officers, agents, servants, employees or representatives, a release of Hazardous Materials on, under or from the Project Facility, except in compliance with all Environmental Laws.

(C) The Company, with respect to its construction, operation and ownership of the Project Facility, shall materially comply with and cause all tenants, subtenants, users and occupants of the Project Facility, or any part thereof, to materially comply with, all Environmental Laws whenever and by whomever triggered, and shall obtain and materially comply with, and shall cause all tenants, subtenants, users and occupants to obtain and comply with, any and all approvals, registrations or permits required thereunder. The Company agrees to provide the Agency with copies of any material notifications given by the Company to any Governmental Authorities or received by the Company from any Governmental Authorities with respect to the environmental or ecological condition of the Project Facility. The Company hereby agrees that at all times during which it owns, leases or operates the Project Facility, and whether or not this Lease or any other Transaction Document is in effect, to be responsible for the Project Facility's compliance with (for environmental condition during the term of the Transaction Documents) the provisions of the "Environmental Indemnification" given by the Company to the Agency on the date hereof with regard to the Project.

(D) To the extent required by any local, State or federal environmental regulator, the Company shall (1) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up, remove or contain all Hazardous Materials on, from or affecting the Project Facility (a) in accordance with all Environmental Laws, (b) to the satisfaction of the Agency, and (c) in accordance with the orders and directives of all Governmental Authorities, and (2) defend (with counsel selected by the Agency), indemnify, and hold harmless the Agency and its employees, agents, officers, attorneys, servants

and members, past, present and future, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (a) the presence, disposal, release or threatened release of any Hazardous Materials on, from, under or affecting the Project Facility, (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (c) any lawsuit brought or threatened, settlement reached, or any government order relating to such Hazardous Materials, and/or (d) any violations of Environmental Laws which are based upon or in any way related to such Hazardous Materials, including, without limitation, consultant fees, costs of remediation, investigation and laboratory fees, court costs, reasonable attorney fees and litigation expenses; provided, however, the Company shall be permitted to contest any such matter involving claimed impact from Hazardous Materials or alleged violation of Applicable Laws. Costs under this subsection (D) will be repaid immediately upon demand with interest at the Default Interest Rate commencing ten (10) Business Days after such demand.

(E) In the event this Lease is terminated, the Company shall deliver the Project Facility to the Agency free of any and all Hazardous Materials used in connection with its construction, operation and ownership of the Project Facility (except Hazardous Materials the presence of which do not violate any Environmental Laws), so that the condition of the Project Facility shall conform with all Environmental Laws affecting the Project Facility. None of the representations or warranties herein shall refer to the actions or omissions, or the compliance with Applicable Laws, of underlying landowners of the Land or any tenants thereof (other than the Company), or the potential or actual presence of Hazardous Materials on the portion of the Land controlled by underlying landowners that is unrelated to the Company's construction, operation and ownership of the Project Facility.

(F) The Company agrees, upon the occurrence of an Event of Default or if the Agency reasonably believes that an unpermitted release of Hazardous Substances or a violation of Applicable Laws has occurred or is occurring at the Project Facility that was caused by the Company, its agents, contractors, or employees, or its tenants or subtenants, that the Agency and its officers, agents or representatives, may at any reasonable time, after thirty (30) days' prior written notice, and at the Company's expense inspect the Company's books and records and inspect and conduct any test on the Project Facility, including taking soil samples, in order to determine that the Company is in material compliance with all Applicable Laws.

(G) In the event that insurance is or shall become available at a reasonable cost to cover the Company's obligations under this Section 3.3, then, at the option of the Agency, the Company shall obtain adequate coverage.

(H) Notwithstanding anything to the contrary in this Lease, other than as provided in the indemnification provisions hereof, (1) the Company makes no representations, warranties or covenants regarding Hazardous Materials or the presence thereof on any real property other than the Land, (2) the Company shall have no obligation to ensure the owners of parcels adjacent to or in the vicinity of any of the Land, or the underlying landowners of the Land or any tenants thereof (other than the Company), comply with Applicable Laws, or keep such parcels free of

Hazardous Materials, and (3) the Company shall have no obligation to the Agency or any other entity or person with respect to past or future actions or omissions of the underlying landowners of the Land or any tenants thereof (other than the Company) and their use or occupancy (or the use or occupancy of their tenants) thereof (other than its own in the context of Land owned by the Company).

SECTION 3.4 NON-MERGER. During the term of this Lease, there shall be no merger of this Lease or the Company Lease nor of the leasehold estate created by the Company Lease or the subleasehold estate created by this Lease with the Company's interests in the Land or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (1) this Lease or the Company Lease or the subleasehold estate created by this Lease or the leasehold estate created by the Company Lease or any interest in this Lease or the Company Lease or in any such leasehold or subleasehold estate and (2) the Company's interests in the Land or any part thereof or any interest in such interests, and no such merger shall occur unless and until all corporations, firms and other entities, including any mortgagee having any interest in (x) this Lease or the Company Lease or the subleasehold estate created by this Lease or the leasehold estate created by the Company Lease and (y) the Company's interests in the Land or any part thereof or any interest in such interests shall join in a written instrument effecting such merger and shall duly record the same.

SECTION 3.5 RESERVED.

ARTICLE IV UNDERTAKING AND COMPLETION OF THE PROJECT

SECTION 4.1 ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF THE PROJECT FACILITY.

(A) The Company shall, on behalf of the Agency, promptly acquire, construct, install and equip the Project Facility, or cause the acquisition, construction, installation and equipping of the Project Facility, all in accordance with the Plans and Specifications, in a first-class, workmanlike manner using high grade materials, free of material defects in materials and workmanship. Notwithstanding the foregoing, the Company shall not, at any time during the term of this Lease, construct any new structure on the Land (other than the Improvements) or construct an addition to or otherwise materially alter the Improvements described in the Plans and Specifications or otherwise construct any additional improvements on the Land without the prior written consent of the Agency (which consent shall not be unreasonably withheld, conditioned or delayed).

(B) No material change in the Plans and Specifications shall be made unless the Agency shall have consented thereto in writing (which consent shall not be unreasonably withheld, conditioned or delayed).

(C) A leasehold interest in all materials, equipment, machinery and other items of Project-related Property presently incorporated or installed in and which are a part of the Project Facility shall vest in the Agency immediately upon execution of the Company Lease. A

leasehold interest in all materials, equipment, machinery and other items of Property acquired subsequent to the Closing Date and intended to be incorporated or installed in and to become part of the Project Facility shall vest in the Agency immediately upon deposit on the Land or incorporation or installation in the Project Facility, whichever shall first occur. The Company shall execute, deliver and record or file all instruments necessary or appropriate to vest such interest in the above in the Agency and shall take all action necessary or appropriate to protect such interest against claims of any third Persons.

(D) The Agency shall enter into, and accept the assignment of, such contracts as the Company may request in order to effectuate the purposes of this Section 4.1; provided, however, that the liability of the Agency thereunder shall be limited to the moneys of the Company available therefor and advanced by the Company for such purpose pursuant to Section 4.1(H) of this Lease.

(E) The Agency hereby appoints the Company, and the Company hereby accepts such appointment, as its true and lawful agent to perform the following in compliance with the terms, purposes and intent of the Transaction Documents: (1) to acquire, construct, install and equip the Project Facility, (2) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other Persons, and in general to do all things which may be required or proper, all for the acquisition, construction, installation and equipping of the Project Facility, with the same powers and with the same validity as the Agency could do if acting in its own behalf, provided that the liability of the Agency thereunder shall be limited to the moneys made available therefore by the Company and advanced for such purposes by the Company pursuant to Section 4.1(H) of this Lease, (3) to pay all fees, costs and expenses incurred in the acquisition, construction, installation and equipping of the Project Facility from funds made available therefor in accordance with this Lease, and (4) to ask, demand, sue for, levy, recover and receive all such sums of money, debts, dues and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt, writing or instruction in connection with the acquisition, construction, installation and equipping of the Project Facility and to enforce the provisions of any contract, agreement, obligation, bond or other performance security in connection with the same. The Company shall have the right to delegate its sales tax exemption agency hereunder to any Indirect Agent, as provided in Section 8.11 hereof.

(F) The Company has given or will give or cause to be given all material notices and has materially complied and will materially comply or cause material compliance with all Applicable Laws applying to or affecting the conduct of work on the Project Facility, and the Company will defend (with counsel selected by the Agency), indemnify and save the Agency and its officers, members, agents, attorneys, servants and employees, past, present and future, harmless from all fees, expenses, fines and penalties due to the Company's failure to materially comply therewith. All permits and licenses necessary for the prosecution of work on the Project Facility shall be procured promptly by the Company.

(G) The Company shall not take any action, or neglect to take any action, including, without limitation, the employment of any contractor, if such action or inaction would result in jurisdictional disputes or strikes or labor disharmony at or in connection with the Project Facility.

(H) The Company agrees, for the benefit of the Agency, to undertake and complete the Project and to pay all such sums as may be required in connection therewith.

(I) No payment by the Company pursuant to this Section 4.1 shall entitle the Company to any reimbursement for any such expenditure from the Agency or to any diminution or abatement of any amounts payable by the Company under this Lease.

(J) The Company covenants and agrees to make a total investment in the Project Facility as of the second anniversary of the Completion Date in an amount not less than \$278,782,400 (which represents the product of (1) 0.80 and (2) the sum of \$348,478,000 being the total estimated cost of the Project stated in the Application). The Company shall provide written documentation of such investment, in form and substance satisfactory to the Agency, no later than March 1st of the calendar year following the Completion Date.

(K) The Company shall furnish to the Agency all information and/or documentation reasonably requested by the Agency pursuant to this Section 4.1 and will cooperate with the Agency for the purposes of investigation to ascertain compliance with this Section 4.1.

SECTION 4.2 COMPLETION OF THE PROJECT FACILITY; FEES.

(A) The Company will proceed with due diligence to commence acquisition, construction, installation and equipping of the Project Facility in accordance with Section 4.1 of this Lease and shall, subject to Section 2.2(Z) hereof, proceed with due diligence to complete the acquisition, construction, installation and equipping of the Project Facility and shall commence operation of the Project Facility on or around the Completion Date and thereafter continuously operate its business at the Project Facility. The Company covenants to diligently prosecute its application for any required building permits for the Project Facility. Completion of the acquisition, construction, installation and equipping of the Project Facility shall be evidenced by a certificate signed by an Authorized Representative of the Company delivered to the Agency stating (a) the date of such completion, (b) that all labor, services, materials and supplies used therefor and all undisputed costs and expenses in connection therewith have been paid, (c) that the acquisition, construction, installation and equipping of the Project Facility have been completed in a good and workmanlike manner, with the exception of ordinary punchlist items and work awaiting seasonal opportunity, (d) that the Company and the Agency have good and valid interests in and to all Property constituting the Project Facility, free and clear of all Liens and encumbrances except Permitted Encumbrances, and (e) that the Project Facility is ready for occupancy, use and operation for its intended purposes. Notwithstanding the foregoing, such certificate may state (1) that it is given without prejudice to any rights of the Company against third parties which exist at the date of such certificate or which may subsequently come into being, (2) that it is given only for the purposes of this Section 4.2, and (3) that no Person other than the Agency may benefit therefrom. If requested by the Agency, such certificate shall be accompanied by a permanent certificate of occupancy for the Improvements (if required) and any

and all permissions, licenses or consents required of Governmental Authorities for the occupancy, operation and use of the Project Facility for its intended purposes.

(B) The Company shall pay within the time periods required by applicable Governmental Authorities, all construction related and other fees for the Project, including, without limitation, building permit fees, plumbing fixture permit fees, recreation fees, site planning fees, municipal consultant review fees, special use fees, variance fees, sewer hookup fees, water service installation fees and fire line fees, if any.

(C) The Company covenants and agrees to deliver to the Agency, within thirty (30) days after the first (1st) anniversary of the Completion Date, a report on the performance and operation of the solar array(s) at the Project Facility and a comparison thereof to the Company's original projections submitted to the Agency, together with such other related information as the Agency shall reasonably request, all in form and substance satisfactory to the Agency in its reasonable discretion. A sample form of such report is attached hereto as Exhibit M.

SECTION 4.3 REMEDIES TO BE PURSUED AGAINST CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND THEIR SURETIES. In the event of a breach or an event of default by any contractor, subcontractor or materialman under any contract made by it in connection with the acquisition, construction, installation and equipping of the Project Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship or performance guaranty, the Company shall proceed, either separately or in conjunction with others, to exhaust the remedies of the Company and the Agency against the contractor, subcontractor or materialman so in default and against each surety for the performance of such contract. The Company may, in its own name or, with the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed, in the name of the Agency, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety which the Company deems reasonably necessary, and in such event the Agency hereby agrees, at the Company's sole expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency in any such action or proceeding. If requested by the Agency, or in the case of any dispute with an amount in controversy exceeding \$1,000,000 with respect to the Project Facility, the Company shall advise the Agency of any actions or proceedings taken hereunder. The Net Proceeds of any recovery secured by the Company as a result of any action pursued against a contractor, subcontractor, materialman or their sureties pursuant to this Section 4.3 shall be used to the extent necessary to complete the Project Facility then to pay all reasonable costs and expenses incurred by the Agency in connection therewith, and thereafter be paid to the Company for its own use.

SECTION 4.4 PURPOSE OF THE PROJECT.

It is understood and agreed by the Agency and the Company that the purposes of the granting of the Financial Assistance are to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Project Facility to advance the job opportunities, health, general prosperity and economic welfare

of the people of the County and the State, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration, and to otherwise accomplish the purposes of the Act.

ARTICLE V
DEMISE OF PROJECT FACILITY; RENTAL PAYMENTS
AND OTHER AMOUNTS PAYABLE

SECTION 5.1 (A) SUBLEASE OF THE PROJECT FACILITY FROM THE AGENCY TO THE COMPANY. In consideration of the Company's covenant herein to make rental payments hereunder, and in consideration of the other covenants of the Company contained herein, including the covenant to make additional and other payments required hereby, the Agency hereby agrees to demise and sublease to the Company, and the Company hereby agrees to rent and sublease from the Agency, the Agency's interest in the following, subject only to Permitted Encumbrances, the Project Facility, including: (1) the Land, and (2) any real property interests necessary for and in furtherance of the Project acquired by the Company after the Closing Date ("Supplemental Interests") and described in a Lease supplement executed by the Agency and the Company with respect to such Supplemental Interests ("Lease Supplement").

(B) The Company and the Agency understand and recognize that a leasehold interest in the Supplemental Interests will be conveyed by the Company to the Agency subsequent to the Closing Date. The Company expects to acquire the Supplemental Interests after the date hereof and desires to subject any such parcels to this Lease. The Company will, and will be permitted by the Agency to, subject such Supplemental Interests to this Lease by executing and delivering a Lease Supplement with respect thereto, together with any other agreements, certificates, opinions or other documents reasonably requested by the Agency. Notwithstanding the foregoing and anything to the contrary contained herein, the Agency shall not be required to enter into a Lease Supplement for such Supplemental Interests unless (1) such Lease Supplement has been presented to the Agency for signature, as contemplated under Section 5.1(A) hereof, on or before the date by which the first PILOT Payment pursuant to the PILOT Agreement is due, and (2) the Agency has been presented with all documents relating to such Supplemental Interests which are required under the Company Lease Supplement. The form of the Lease Supplement or otherwise reasonably requested by the Agency is attached hereto as Exhibit J.

SECTION 5.2 DURATION OF THE LEASE TERM; QUIET ENJOYMENT.

(A) The Agency shall deliver to the Company possession of the Project Facility, subject to the provisions of this Lease, and the subleasehold estate created hereby shall commence, on the Closing Date, and the Company shall accept possession of the Project Facility on the Closing Date.

(B) Provided that all amounts, costs and expenses payable by the Company to the Agency under this Lease and all other Transaction Documents are paid in full, the subleasehold estate created hereby shall terminate at 11:59 p.m. on the earlier to occur of (1) December 31 of

the calendar year in which the last PILOT Payment pursuant to the PILOT Agreement is due, or (2) the date that this Lease shall terminate pursuant to Article X or Article XI hereof.

(C) The Agency shall take no action, other than pursuant to Article X or Article XI of this Lease, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project Facility during the term of this Lease and will, at the request of the Company and at the Company's expense, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project Facility.

SECTION 5.3 RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE.

(A) The Company shall pay on the date of execution and delivery of this Lease, as the basic sublease payments due hereunder: (1) the sum of \$1.00, (2) all reasonable fees and expenses of general counsel to the Agency and Special Counsel to date with respect to the Project, and (3) all other actual costs and expenses incurred by the Agency in connection with the transactions contemplated by this Lease and the other Transaction Documents.

(B) The Company agrees to pay to the Agency an Agency administrative fee in the total amount of \$1,890,000, with respect to the Project (the "Administrative Fee"). The Administrative Fee is due and payable by the Company to the Agency in the following installments on the following dates.

\$105,000, payable on the Closing Date
\$105,000, payable on or before December 31, 2024
\$210,000, payable on or before December 31, 2025
\$210,000, payable on or before December 31, 2026
\$210,000, payable on or before December 31, 2027
\$210,000, payable on or before December 31, 2028
\$210,000, payable on or before December 31, 2029
\$210,000, payable on or before December 31, 2030
\$210,000, payable on or before December 31, 2031
\$210,000, payable on or before December 31, 2032

The Administrative Fee is non-refundable and is deemed earned in full upon the execution and delivery of this Lease but installments thereof shall not be subject to acceleration upon termination of the Lease.

(C) Within ten (10) Business Days after receipt of a demand therefor from the Agency, the Company shall pay to the Agency the sum of the reasonable costs and expenses of the Agency and the officers, members, agents, attorneys, servants and employees thereof, past, present and future, incurred by reason of the Agency's ownership, leasing, subleasing or sale of the Project Facility or in connection with the carrying out of the Agency's duties and obligations under this Lease or any of the other Transaction Documents, and any other reasonable fee or expense of the Agency with respect to the Project Facility, the leasing, subleasing of the Project

Facility to the Company, the subleasing of portions of the Project Facility to the Sublessees, the payment of which is not otherwise provided for under this Lease.

(D) The Company agrees to make the above-mentioned payments in immediately available funds, without any further notice or demand, by wire transfer or other form of payment satisfactory to the Agency, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. In the event the Company shall fail to make any payment required by this Section 5.3 within ten (10) Business Days of the date such payment is due, the Company shall pay the same, together with interest thereon at the Default Interest Rate, from the date on which such payment was due until the date on which such payment is received by the Agency.

SECTION 5.4 NATURE OF OBLIGATIONS OF THE COMPANY HEREUNDER.

(A) The obligations of the Company to make the payments required by this Lease and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be general obligations of the Company and shall be absolute and unconditional irrespective of any defense or any right of setoff, recoupment, counterclaim or abatement that the Company may otherwise have against the Agency, except as expressly provided herein or in any of the Transaction Documents. The Company agrees that it will not suspend, discontinue or abate any payment required by, or fail to observe any of its other covenants or agreements contained in, this Lease, or terminate this Lease (except as set forth in Section 11.1 hereof), for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the Project, any defect in the title, design, operation, merchantability, fitness or condition of the Project Facility or any part thereof or in the suitability of the Project Facility or any part thereof for the Company's purposes or needs, failure of consideration for, destruction of or damage to, Condemnation of or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State or any political subdivision thereof, or any failure of the Agency to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Lease.

(B) Nothing contained in this Section 5.4 shall be construed to release the Agency from the performance of any of the agreements on its part expressly contained in this Lease, and, in the event the Agency should fail to perform any such agreement, the Company may institute such action against the Agency as the Company may deem necessary to compel performance or recover damages for non-performance (subject to the provisions of Section 12.9 hereof); provided, however, that the Company shall look solely to the Agency's interest in the Project Facility for the satisfaction of any right or remedy of the Company for the collection of a judgment (or other judicial process) requiring the payment of money by the Agency in the event of any liability on the part of the Agency, and no other Property or assets of the Agency or of the members, officers, agents (other than the Company), servants or employees, past, present and future, of the Agency shall be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of the Company's remedies under or with respect to this Lease, the relationship of the Agency and the Company hereunder or the Company's use and occupancy to the Project Facility, or any other liability of the Agency to the Company.

SECTION 5.5 GRANT OF SECURITY INTEREST. This Lease shall constitute a “security agreement”, as such term is defined in the Uniform Commercial Code adopted in the State, as the same may from time to time be in effect (the “UCC”). The Company hereby grants the Agency a first-priority security interest in all of the right, title and interest of the Company in the materials, machinery, equipment, trade fixtures, fixtures, furniture, furnishings and other tangible personal property acquired by or on behalf of the Company using the Sales Tax Agency Agreement, and in all additions and accessions thereto, all replacements and substitutions therefor, all books, records and accounts of the Company pertaining to the Project Facility, and all proceeds and products thereof (collectively, the “Collateral”), as security for payment of the rental payments and all other payments and obligations of the Company hereunder and under the PILOT Agreement, and the Agency is authorized to file financing statements with respect to such Collateral without the Company executing the same. If an Event of Default shall occur under this Lease or any other Transaction Document, the Agency shall have, in addition to any and all other rights and remedies set forth in this Lease, and may exercise without demand, any and all rights and remedies granted to a secured party under the UCC, including, but not limited to, the right to take possession of the Equipment and any fixtures or other personal property that constitute part of the Collateral, and the right to advertise and sell the same, or any part thereof, pursuant to and in accordance with the UCC. The Company agrees that any notice of public or private sale with respect to such Collateral, or any part thereof, shall constitute reasonable notice if it is sent to the Company not less than thirty (30) days prior to the date of any such sale. The Company, any Successor, any Lender, and any Tax Equity Financing Party shall have the absolute right to redeem such Collateral prior to such sale. The Company hereby irrevocably appoints the Agency as its attorney-in-fact to execute, deliver and/or file any instruments or statements necessary or convenient to perfect and continue the security interest granted herein.

(B) RESERVED.

ARTICLE VI MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

SECTION 6.1 MAINTENANCE AND MODIFICATIONS OF THE PROJECT FACILITY.

(A) The Company shall (1) keep the Project Facility in good condition and repair and preserve the same against waste, loss, damage and depreciation, ordinary wear and tear excepted, (2) occupy, use and operate the Project Facility, and shall cause the Project Facility to be occupied, used and operated, in the manner for which it was intended and contemplated by this Lease, (3) make all repairs and replacements to the Project Facility or any part thereof (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen) deemed necessary by the Company, in the Company’s reasonable discretion, (4) operate the Project Facility in a sound and economical manner, (5) not abandon the Project Facility, (6) perform or cause to be performed, for and on behalf of the Agency, each and every obligation of the Agency under and pursuant to any Mortgage, and (7) not create, permit or suffer to exist any mortgage, encumbrance, lien, security interest, claim or charge against the Project Facility, or any part thereof, or the interest of the Agency or the Company in the Project Facility, the Company Lease or this Lease, except for Permitted Encumbrances. The Agency shall have no obligation to

replace, maintain or effect replacements, renewals or repairs of the Project Facility, or to furnish any utilities or services for the Project Facility and the Company hereby agrees to assume full responsibility therefor.

(B) The Company may not make alterations, modifications or improvements to the Project Facility, or any part thereof, exceeding \$1,000,000 in value unless:

(1) the Company shall (a) give or cause to be given all material notices and materially comply or cause material compliance with all Applicable Laws applying to or affecting the conduct of work on such modification or improvement to the Project Facility, or any part thereof, (b) indemnify, defend (with counsel selected by the Agency) and save the Agency and its officers, members, agents (other than the Company), attorneys, servants and employees, past, present and future harmless from all fees, expenses, fines and penalties due to failure to materially comply therewith, (c) promptly procure all permits and licenses necessary for the prosecution of any work described in this Section 6.1(B), and (d) not be in monetary default under this Lease or under any of the other Transaction Documents beyond applicable notice and cure periods;

(2) such alterations, modifications and improvements are effected with due diligence, in a good and workmanlike manner and in material compliance with all Applicable Laws;

(3) the Company shall promptly and fully pay all undisputed amounts for such alterations, modifications and improvements in accordance with the terms of the applicable contract(s) therefor;

(4) the alteration, modification or improvement to the Project Facility shall not constitute or cause a default under any of the Transaction Documents;

(5) the Company shall furnish to the Agency, at least thirty (30) days prior to commencing such alteration, modification or improvement to the Project Facility, detailed plans and specifications therefor;

(6) as a result of such alterations, modifications or improvements, neither the usefulness, structural integrity nor operating efficiency of the Project Facility would be materially impaired;

(7) such alterations, modifications and improvements do not change the nature of the Project Facility such that it would not comply with the terms of this Lease or such that it would not constitute a "project" (as such quoted term is defined in the Act);

(8) if such alterations, modifications or improvements involve an addition to the Project Facility or would otherwise result, but for the Agency's

interest in the Project Facility, in an increase in the assessed value of the Project Facility, then the Agency may require an increase in the Administrative Fee and/or the sums payable under the PILOT Agreement, if any, before such alterations, modifications or improvements proposed can be undertaken or completed;

(9) no such alterations, modifications or improvements shall be entitled to any "financial assistance" (as such quoted term is defined in the Act) from the Agency unless agreed to in writing by the Agency; and

(10) an Event of Default shall not have occurred and be continuing under this Lease or any other Transaction Document.

All such alterations, modifications and improvements shall constitute a part of the Project Facility and the Company shall deliver or cause to be delivered to the Agency appropriate documents to convey a leasehold interest in such property to the Agency, free and clear of all liens, charges, encumbrances, security interests or claims other than Permitted Encumbrances, and to subject such property to this Lease.

The provisions of this Subsection (B) shall not apply to (i) the initial construction, installation and equipping of the Project Facility pursuant to the Plans and Specifications, (ii) the maintenance, repair or replacement of the Project Facility, or (iii) the substitution or replacement of Equipment during the term of this Lease.

(C) The Company has given or will give or cause to be given all material notices and has materially complied or will materially comply or cause material compliance with all Applicable Laws applying to or affecting the operation of the Project Facility, and the Company will defend (with counsel selected by the Agency), indemnify and save the Agency and its officers, members, agents (other than the Company), attorneys, servants and employees, past, present and future, harmless from all fees, expenses, fines and penalties due to failure to materially comply therewith.

(D) Any provision of this Lease to the contrary notwithstanding, the Company shall not construct any new building or structure on the Land (other than the Improvements) or any addition to any existing building on the Land, without the prior written consent of the Agency, which consent may not be unreasonably withheld, conditioned or delayed.

SECTION 6.2 TAXES, ASSESSMENTS AND UTILITY CHARGES.

(A) The Company shall pay as the same respectively become due: (1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project Facility (other than those taxes assessed or levied against the Improvements for which payments in lieu thereof are being paid pursuant to the PILOT Agreement), (2) all utility and other charges, including "service charges" and deposits, incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Project Facility, and (3) all assessments and charges of any kind whatsoever lawfully made

against the Project Facility by any Governmental Authority for public improvements; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated hereunder to pay only such installments as are required to be paid during the term of this Lease.

(B) If the Company fails to pay any tax, assessment or charge required to be paid pursuant to this Section 6.2, the Agency may pay or cause to be paid such taxes, assessments or charges after providing the Company with ten (10) Business Days' advance written notice of its intention to do so. The Company shall reimburse the Agency for any amount paid under this Section 6.1, together with interest thereon from the date of payment at the Default Interest Rate.

(C) Notwithstanding the provisions of this Section 6.2, the Company may withhold any such payment and the Company may in good faith actively contest the amount, validity or the applicability of any payment referred to in such subsection (A), provided that (1) the Company shall have notified the Agency in writing of such contest, (2) no Event of Default shall have occurred and be continuing under any of the Transaction Documents beyond applicable notice and cure periods, (3) the overall operating efficiency of the Project for the purposes for which it is intended is not materially impaired, (4) neither the Project Facility nor any part thereof or interest therein would be in any immediate danger of being sold, forfeited or lost by reason of such proceedings, (5) the Company shall have set aside on its books adequate reserves with respect thereto, and (6) the Company diligently prosecutes such contest to completion. Otherwise, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

SECTION 6.3 INSURANCE REQUIRED.

(A) During the term of this Lease, the Company shall maintain insurance with respect to the Project Facility against such risks and liabilities and for such amounts as are customarily insured against by businesses of like size and type, paying, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to: Insurance protecting the interests of the Company, as named insured, and the Agency, as an additional insured, as their interests may appear, against loss or damage to the Project Facility by fire, lightning, vandalism, malicious mischief and other perils embraced by a so-called "Special Form" policy of property insurance, in amounts sufficient to prevent the Company and the Agency from becoming a co-insurer under such policy and 100% of the replacement cost, with reasonable sublimits, of the Project Facility, without deduction for depreciation. Additionally, during any period in which construction work or alterations are being performed at the Project Facility, the Company shall maintain "Special Form" property insurance in the form of a "Builder's Risk" completed value non-reporting policy in a commercially reasonable amount acceptable to the Company and which shall contain a provision granting the insured permission to complete and/or occupy.

(1) To the extent applicable, workers' compensation insurance, disability benefits insurance and such other forms of insurance which the Company is required by law to provide, covering loss resulting from injury,

sickness, disability or death of employees of the Company who are located at or assigned to the Project Facility or who are responsible for the acquisition, construction, installation and equipping of the Project Facility.

(2) Commercial general liability insurance protecting the Company, as named insured, and the Agency, as an additional insured, as their interests may appear, against loss or losses from liabilities imposed by law or assumed in any written contract (including, without limitation, the contractual liability assumed by the Company under Section 8.1 of this Lease), or arising from personal injury or death or damage to the Property of others caused by any accident or occurrence, with limits of \$1,000,000 per person per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the Property of others, excluding liability imposed upon the Company by any applicable workers' compensation law, and a separate umbrella liability policy protecting the Company, as named insured, and the Agency, as an additional insured, as their interests may appear, a limit of \$10,000,000.

(3) During any period of construction, renovation, improvement or reconstruction, to the extent not covered by the general liability insurance set forth in Subsection 6.3(A)(3) above, Owners & Contractors Liability insurance for the benefit of the Company and the Agency in a minimum amount of \$2,000,000 aggregate coverage for personal injury and property damage.

(B) Additional Provisions Regarding Insurance. All insurance required by Section 6.3 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State and satisfactory and having an A.M. Best of at least A-X. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged and shall provide that such insurance shall be without any right of contribution from any other insurance carried by the Agency. All policies evidencing such insurance shall name the Company, as named insured, and the Agency, as an additional insured, as their interests may appear, and provide for at least thirty (30) days' written notice to the Company and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof. All insurance required hereunder shall be in form, content and coverage satisfactory to the Agency. Certificates satisfactory in form and substance to the Agency to evidence all insurance required hereby shall be delivered to the Agency on or before the Closing Date. The Company shall deliver to the Agency within fifteen (15) Business Days prior to the anniversary date of any such insurance policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding twelve (12) months, insurance in the amounts and of the types required by Sections 6.3 hereof.

(1) All premiums with respect to the insurance required by Section 6.3 hereof shall be paid by the Company or on its behalf. If at any time the Agency is not in receipt of written evidence that all insurance required hereunder is in force and effect, the Agency shall have the right to take such action as the Agency deems necessary to protect its interest in the Project Facility, including, without limitation, the obtaining of such insurance coverage as the Agency in its sole discretion deems appropriate, and all expenses incurred by the Agency in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by the Company, or on its behalf, to the Agency upon demand, together with interest thereon at the Default Interest Rate.

(2) Each of the policies evidencing the insurance required by this Section 6.3 of this Lease shall provide that: (i) there shall be no recourse against the Agency for the payment of premiums or commissions or, if such policies provide for the payment thereof, additional premiums or assessments; (ii) in respect of the interest of the Agency in such policies, the insurance shall not be invalidated by any action or inaction of the Company or any other Person and shall insure the Agency regardless of, and any losses shall be payable notwithstanding, any such action or inaction; (iii) if the insurers cancel such insurance for any reason whatsoever, including the insured's failure to pay any accrued premium, or the same is allowed to lapse or expire, or if there shall occur any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to the Agency until at least thirty (30) days after receipt by the Agency of written notice by such insurers of such cancellation, lapse, expiration, reduction or change; and (iv) the insurers waive subrogation thereunder against any Person insured under such policy, and waive any right of the insurers to any setoff or counterclaim or other deduction, in respect of any liability of any Person insured under such policy. Any such insurance policies may be furnished under a so-called "master" or "blanket" policy covering locations other than the Project Facility; provided, however, that if casualty coverage for the Project Facility is provided under a master or blanket policy, such policy must contain an agreed amount endorsement evidencing that such coverage is in an amount sufficient to insure the full replacement cost of the Project Facility.

(C) THE AGENCY DOES NOT IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR COVERAGE OR LIMITS OF COVERAGE, IS ADEQUATE OR SUFFICIENT TO PROTECT THE COMPANY'S BUSINESS OR INTEREST IN THE PROJECT FACILITY.

(D) Any provision of this Lease to the contrary notwithstanding, at any time during the term of this Lease that any portion of any Loan is outstanding and any Mortgage remains a Lien on the Project Facility, the Agency agrees that (i) the Lender shall be the loss payee with respect to the Net Proceeds of the insurance required by Sections 6.3(A)(1) and (4) hereof, and

(ii) the provisions of Sections 6.5 and 7.1(B) hereof shall be superseded and replaced by the applicable provisions of any such Mortgage.

SECTION 6.4 APPLICATION OF NET PROCEEDS OF INSURANCE. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.3 hereof shall be applied as follows, subject to Section 6.5 of this Lease, (A) the Net Proceeds of the insurance required by Sections 6.3(A)(1) and 6.3(A)(4) hereof shall be applied as provided in Section 7.1 hereof, and (B) the Net Proceeds of the insurance required by Sections 6.3(A)(2-3) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

SECTION 6.5 PAYMENTS IN LIEU OF TAXES.

(A) It is recognized that, under the provisions of the Act, the Agency is not required to pay certain taxes or assessments upon the Property acquired by it or under its jurisdiction, control or supervision or upon its activities as more particularly set forth in Section 874 of the Act. It is the intention of the parties hereto that the Project Facility be treated as exempt from real property taxation to the extent set forth in the PILOT Agreement, a copy of which is attached hereto as Exhibit H. For purposes of clarity, the parties agree that the exemption from real property tax exemption referenced above shall not extend to the Land or to any improvements now or hereafter existing on the Land other than the Improvements, provided, however, that the exemption from real property tax shall extend to and cover tax parcel number 290.00-1-20 formerly owned by the Agency. Accordingly, and subject to the terms of the immediately preceding sentence, the parties hereto acknowledge that the Agency shall file New York State Board of Real Property Services Form RP-412-a (a "Real Property Tax Exemption Form") with respect to the Project Facility. The Company hereby consents to any enforcement action provided to the Affected Tax Jurisdictions pursuant to law in the event that the Company should fail to pay any taxes not exempted as aforesaid and shall not object to any such enforcement action on the grounds that a leasehold interest in the Project Facility is held by the Agency or that the Project Facility is under the Agency's jurisdiction, control or supervision or subject to its activities.

(B) The Agency and the Company hereby agree that the Company shall be required to make or cause to be made payments in lieu of taxes to the school districts, cities, towns, county, villages and other political unit(s) wherein the Project Facility is located having taxing powers (such political units are hereinafter collectively referred to as the "Affected Tax Jurisdictions"), in such amounts and at such times as are required by the PILOT Agreement.

(C) Within thirty (30) days after receipt of written request therefore, the Company shall deliver to the Agency official receipts of the Affected Tax Jurisdictions or other proof reasonably satisfactory to the Agency evidencing payment of any amount that the Company is required to pay under the PILOT Agreement.

ARTICLE VII DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 7.1 DAMAGE OR DESTRUCTION.

(A) If the Project Facility becomes damaged or destroyed, in whole or in part at any time during the duration of this Lease:

(1) the Agency shall have no obligation to replace, repair, rebuild or restore the Project Facility;

(2) there shall be no abatement or reduction in the amounts payable by the Company under this Lease or the PILOT Agreement (whether or not the Project Facility is replaced, repaired, rebuilt or restored) except as provided therein;

(3) the Company shall promptly give notice thereof to the Agency, if such damage is material; and

(4) except as otherwise provided in subsection (B) of this Section 7.1, (a) the Company shall promptly replace, repair, rebuild or restore the Project Facility to substantially the same condition and value as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Company and consented to in writing by the Agency, provided that such changes, alterations or modifications do not so change the nature of the Project Facility that it does not constitute a "project", as such quoted term is defined in the Act, or change the use of the Project Facility as specified in Section 3.2 hereof without the prior written consent of the Agency, and (b) (1) the Agency shall make available to the Company (solely from the Net Proceeds of any insurance settlement relating to the Project Facility, if any, on deposit with the Agency) such moneys as may be necessary to pay the costs of the replacement, repair, rebuilding or restoration of the Project Facility, and, in the event that the funds from the Net Proceeds of any insurance settlement provided by the Agency to the Company, if any, are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Company shall nonetheless complete such work and shall pay from its own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any insurance settlement relating to the Project Facility, if any, remaining on deposit with the Agency after payment of all of the costs of such replacement, repair, rebuilding or restoration shall be paid to the Company for its own purposes.

(B) Notwithstanding anything to the contrary contained in subsection (A) of this Section 7.1, the Company shall not be obligated to replace, repair, rebuild or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection (A) of this Section 7.1, if the Company shall notify the Agency that it elects to exercise its option under Article XI hereof to terminate this Lease. In such event, subject to the provisions of Section 6.4 of this Lease, the Net Proceeds collected by the Agency under any and all policies of insurance covering the damage to or destruction of the Project Facility, after

deducting the amount necessary to repay the Indebtedness, shall be paid to the Company for its own purposes. If the Net Proceeds collected under any and all policies of insurance are less than the amount necessary to repay the Indebtedness in full, the Company shall pay to the Agency the difference between the Net Proceeds of such insurance and the amount necessary to repay the Indebtedness in full.

(C) Unless an Event of Default under any of the Transaction Documents shall have occurred and be continuing, the Company may adjust all claims under any policies of insurance required by Section 6.3 hereof.

(D) The Company hereby waives the provisions of Section 227 of the Real Property Law of the State or any laws of like import, now or hereafter in effect.

SECTION 7.2 CONDEMNATION.

(A) To the best of the Company's knowledge without inquiry, no Condemnation or eminent domain proceeding has been commenced or threatened against any part of the Project Facility or the Agency's or the Company's interest therein or in the Company Lease or this Lease.

(B) If title to, or the use of, all or any part of the Project Facility shall be taken by Condemnation:

(1) the Agency shall have no obligation to restore the Project Facility, or any part thereof;

(2) there shall be no abatement or reduction in the amounts payable by the Company under this Lease or the PILOT Agreement (whether or not the Project Facility is restored) except as provided therein;

(3) the Company shall promptly give notice thereof to the Agency; and

(4) except as otherwise provided in subsection (C) of this Section 7.1, (a) the Company shall promptly restore the Project Facility (excluding any part of the Project Facility taken by Condemnation) as a complete architectural unit of substantially the same usefulness, design and construction as existed immediately prior to such Condemnation, with such changes, alterations and modifications as may be desired by the Company, provided that such changes, alterations or modifications do not so change the nature of the Project Facility that it does not constitute a "project" as such quoted term is defined in the Act, or change the use of the Project Facility as specified in Section 3.2 hereof without the prior written consent of the Agency (which consent shall not be unreasonably withheld, conditioned or delayed), and (b)(1) subject to the provisions of Section 6.4 of this Lease, the Agency shall make available to the Company (solely from the Net Proceeds of any Condemnation award, if any, on

deposit with the Agency) such moneys as may be necessary to pay the costs of the restoration of the Project Facility, and in the event that the funds from the Net Proceeds of any Condemnation award on deposit with the Agency provided by the Agency to the Company are not sufficient to pay in full the costs of such restoration, the Company shall nonetheless complete such restoration and shall pay from its own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any Condemnation award remaining on deposit with the Agency, if any, after payment of all of the costs of such restoration shall be paid to the Company for its own purposes.

(C) Notwithstanding anything to the contrary contained in subsection (B) of Section 7.1, the Company shall not be obligated to restore the Project Facility and the Net Proceeds of any Condemnation award shall not be applied as provided in subsection (B) (4) of this Section 7.1, if the Company shall notify the Agency that it elects to exercise its option under Article XI hereof to terminate this Lease. In such event, subject to the provisions of Section 6.4 of this Lease, the Net Proceeds of any Condemnation award collected by the Agency, if any, after deducting the amount necessary to repay the Indebtedness, shall be paid over to the Company for its own purposes. If the Net Proceeds collected under any and all Condemnation awards are less than the amount necessary to repay the Indebtedness in full, the Company shall pay to the Agency the difference between such amounts and the Net Proceeds of such Condemnation awards so that the Indebtedness shall be repaid in full.

(D) Unless an Event of Default under any of the Transaction Documents shall have occurred and be continuing, the Company shall have sole control of any Condemnation proceeding with respect to the Project Facility or any part thereof or any interest therein or in the Company Lease or this Lease and may negotiate the settlement of any such proceeding. The Company shall notify the Agency of the institution of any Condemnation proceedings and, within seven (7) days after inquiry from the Agency, inform the Agency in writing of the status of such proceeding.

(E) The Agency shall, at the expense of the Company, cooperate fully with the Company in the handling and conduct of any such Condemnation proceeding. In no event shall the Agency voluntarily settle, or consent to the settlement of, any such Condemnation proceeding without the written consent of the Company, which consent shall not be unreasonably withheld or delayed.

SECTION 7.3 ADDITIONS TO THE PROJECT FACILITY. All replacements, repairs, rebuilding or restoration made pursuant to Section 7.1, whether or not requiring the expenditure of the Company's own money, shall automatically become part of the Project Facility as if the same were specifically described herein and shall be subject to this Lease.

ARTICLE VIII
SPECIAL COVENANTS

SECTION 8.1 NO WARRANTY OF CONDITION OR SUITABILITY BY THE AGENCY; ACCEPTANCE "AS IS"; HOLD HARMLESS PROVISIONS. (A) THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE PROJECT FACILITY OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE PROJECT FACILITY OR ANY PART THEREOF FOR THE COMPANY'S PURPOSES OR NEEDS. THE COMPANY SHALL ACCEPT THE PROJECT FACILITY "AS IS", WITHOUT RECOURSE OF ANY NATURE AGAINST THE AGENCY FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE AGENCY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

(B) Hold Harmless Provisions.

(1) The Company hereby releases the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, from, agrees that the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, shall not be liable for and agrees to indemnify, defend (with counsel selected by the Agency) and hold the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising directly or indirectly as a result of the Agency's undertaking the Project, including, but not limited to: (1) liability for loss or damage to Property or bodily injury to or death of any and all Persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Project or the Project Facility or arising by reason of or in connection with the occupancy or the use thereof or the presence of any Person or Property on, in or about the Project Facility, (2) liability arising from or expense incurred by the Agency's acquiring, improving, constructing, equipping, installing, owning, leasing, subleasing, sub-subleasing or selling the Project Facility, or any part thereof, or arising from or incurred based on the Agency's involvement in the Project Facility, including, without limiting the generality of the foregoing, (i) all liabilities or claims arising as a result of the Agency's obligations under this Lease or any of the other Transaction Documents or the enforcement of or defense of validity of any provision of any of the Transaction Documents, and (ii) all liabilities or claims arising as a result of the Agency's involvement in the Project or the granting of the Financial Assistance, (3) all liabilities and expenses arising from the failure or alleged failure of the Project Facility, the Company or the Company's members, officers, agents, attorneys, servants or employees to comply with

Applicable Laws, including, without limitation, any claim that the Agency aided or abetted in such failure or alleged failure to comply with Applicable Laws, (4) all claims arising from the exercise by the Company of the authority conferred on it pursuant to Section 4.1(E) of this Lease, and (5) all causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing; provided that such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the intentional wrongdoing or gross negligence of the Agency or any of its members, officers, agents (other than the Company), attorneys, servants or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence (except gross negligence) in part of the Agency or any of its officers, members, agents (other than the Company), attorneys, servants or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(2) In the event of any claim against the Agency or its members, officers, agents (other than the Company), attorneys, servants or employees, past, present or future, by any employee of the Company or any contractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(3) To effectuate the provisions of this Section 8.1, the Company agrees to provide for and insure its liabilities assumed pursuant to this Section 8.1 in the liability policies required by Section 6.3 of this Lease.

(4) Notwithstanding the Agency's right to select its counsel in connection with the Company's obligation to indemnify, defend and hold harmless the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, against any liability incurred as a result of the Agency's involvement in the Project, the Company shall have the right to approve any settlement of any such action.

(C) Notwithstanding any other provisions of this Lease, the obligations of the Company pursuant to this Section 8.1 shall remain in full force and effect after the termination or expiration of this Lease until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Agency or its members, agents (other than the Company), attorneys, servants or employees, past, present or future, relating thereto.

SECTION 8.2 RIGHT OF ACCESS TO THE PROJECT FACILITY. The Company agrees that the Agency and its duly authorized agents shall have the right at all reasonable times during normal business hours and upon reasonable advance written notice to enter upon and to examine and inspect the Project Facility. The Company further agrees that the Agency shall have such rights of access to the Project Facility (subject to the provisions of the immediately preceding sentence of this Section) as may be reasonably necessary to cause the proper maintenance of the Project Facility in the event of failure by the Company to perform its obligations hereunder, but the exercise of such right shall in no event be construed to mean that the Agency has assumed any obligation hereunder to perform such maintenance.

SECTION 8.3 COMPANY NOT TO TERMINATE EXISTENCE OR DISPOSE OF ASSETS; CONDITIONS UNDER WHICH EXCEPTIONS ARE PERMITTED. The Company agrees that, during the term of this Lease, it (A) will maintain its limited liability company existence as in effect on the Closing Date, (B) will not dissolve or otherwise dispose of all or substantially all of its assets, and (C) will not consolidate with or merge into another limited liability company or other Person, or permit one or more limited liability companies or other Persons to consolidate with or merge into it, without giving prior written notice to the Agency and obtaining the consent of the Agency, except as provided herein.

(B) Notwithstanding the foregoing, nothing in this Lease or in any other Transaction Document shall prevent, restrict or limit in any way the right of any member of the Company, or any successive transferee of any member, to sell, convey, transfer, encumber or otherwise dispose of its membership interest(s) in the Company (or a portion thereof) to one or more persons without the consent of the Agency, or divide its membership interest(s) into different classes and sell, convey, transfer, encumber or otherwise dispose of such divided interest(s) to one or more persons without the consent of the Agency. The Agency acknowledges that nothing in this Lease or any other Transaction Document shall prevent, restrict or limit in any way the right of any person or entity that owns an interest, directly or indirectly, in any member of the Company, or any successive transferee of such person or entity, to sell, convey, transfer, encumber or otherwise dispose of such interest in such member of the Company (or a portion thereof) without consent of the Agency, whether for tax equity investment purposes or otherwise.

SECTION 8.4 AGREEMENT TO PROVIDE INFORMATION. The Company agrees, whenever reasonably requested by the Agency to promptly provide and certify or cause to be provided and certified such information concerning the Project Facility, the Company, and/or the Company's finances, operations and affairs and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by Applicable Laws or other governmental regulation or to ensure compliance with the provisions of this Lease and the other Transaction Documents.

SECTION 8.5 BOOKS OF RECORD AND ACCOUNT; COMPLIANCE CERTIFICATES.

(A) The Company agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Company.

(B) Whenever requested by the Agency, the Company shall furnish to the Agency a certificate of an Authorized Representative of the Company stating that no Event of Default hereunder or under any other Transaction Document has occurred or is continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the Company has taken or proposes to take with respect thereto.

SECTION 8.6 COMPLIANCE WITH APPLICABLE LAWS.

(A) The Company agrees, for the benefit of the Agency, that it will, during the term of this Lease, materially comply with all Applicable Laws.

(B) Notwithstanding the provisions of subsection (A) of this Section 8.6, the Company may in good faith actively contest the validity or the applicability of any Applicable Law, provided that the Company (1) shall have notified the Agency in writing of such contest, (2) no Event of Default shall have occurred and be continuing under any of the Transaction Documents beyond any applicable notice or cure period, (3) shall have set aside adequate reserves for any such requirement, (4) demonstrates to the reasonable satisfaction of the Agency that noncompliance with such Applicable Law will not subject the Project Facility or any part thereof to loss or forfeiture, and (5) diligently prosecutes such contest to completion. Otherwise, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

(C) Notwithstanding the provisions of subsection (B) of this Section 8.6, if the Agency or any of its members, officers, agents (other than the Company), attorneys, servants or employees, past, present or future, may be liable for prosecution for failure to materially comply therewith, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

SECTION 8.7 DISCHARGE OF LIENS AND ENCUMBRANCES.

(A) The Company hereby agrees not to create or suffer to be created any Lien on any Property of the Agency (other than the Project Facility) or on any funds of the Agency applicable to or deriving from the Project Facility.

(B) If any Lien (other than a Permitted Encumbrance) having a value exceeding \$1,000,000 is filed or asserted, or any judgment, decree, order, levy or process of any court or governmental body is entered, made or issued or any claim, whether or not valid, is made against the Project Facility or any part thereof or the interest therein of the Company or the Agency or against any funds of the Agency applicable to or deriving from the Project Facility, the Company, immediately upon receiving notice of the filing, assertion, entry or issuance thereof,

shall give written notice thereof to the Agency and take all action (including, without limitation, the payment of money and/or securing of a bond) at its own cost and expense as may be necessary or appropriate to obtain the discharge in full thereof and remove or nullify the basis therefor. Nothing herein shall be construed as constituting the consent to or permission of the Agency for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against the Agency's interest in the Project Facility.

SECTION 8.8 PERFORMANCE OF THE COMPANY'S OBLIGATIONS. Should the Company fail to make any payment or to do any act as herein provided, the Agency may, but shall not be obligated to, upon thirty (30) days' advance written notice to the Company and without releasing the Company from any obligation herein, make or do the same, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of the Company or the Agency, and paying all fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Agency in connection therewith; and the Company shall pay immediately upon demand all sums so incurred or expended by the Agency under the authority hereof, together with interest thereon, at the Default Interest Rate.

SECTION 8.9 DEPRECIATION DEDUCTIONS AND TAX CREDITS. The parties agree that as between them the Company shall be entitled to all depreciation and accelerated cost recovery system deductions with respect to any depreciable property in the Project Facility pursuant to Sections 167 and 168 of the Code, to any credits under the Code with respect to any portion of the Project Facility, and to any other federal or State tax benefits or attributes associated with the ownership, construction, or operation of the Project Facility. Further, notwithstanding anything to the contrary herein or in any other Transaction Document, each of the Agency and the Company hereby agrees that (1) the Company is the owner of the Project Facility and entitled to the economic benefits of ownership (including, but not limited to, any profits, income and gain from the Project) and bears the economic burdens of ownership of the Project Facility (including, but not limited to, any losses from and risk of loss with respect to the Project Facility), (2) the Agency has no incidents or indicia of ownership other than a bare leasehold interest in the Project Facility, (3) the Agency intends that the Company is and will be considered the owner of the Project Facility for federal income tax purposes, and, accordingly, it will report on any federal income tax return the transactions contemplated herein consistent with the Company being treated as the owner of the Project Facility for federal income tax purposes and will not take any position inconsistent with such treatment, (4) the Company is the legal owner of the Project Facility for purposes of any investment tax credits pursuant to Section 48 of the Code, and (5) the sole purpose for the Agency's acquisition of an interest in the Project Facility by this Agreement is to encourage and facilitate development, acquisition, construction, installation and equipping of the Project Facility.

SECTION 8.10 EMPLOYMENT OPPORTUNITIES.

(A) The Company shall ensure that all employees and applicants for employment with regard to the Project, including, without limitation, the employees of and applicants for employment with the Company, or any of its Affiliates, are afforded equal employment opportunities without discrimination.

(B) Pursuant to Section 858-b of the Act, except as otherwise provided by collective bargaining contracts or agreements, the Company agrees (1) to list or cause to be listed all new employment opportunities created as a result of the Project with the New York State Department of Labor, Community Services Division (the “NYSDOL”) and with the administrative entity (collectively with NYSDOL, the “JTPA Referral Entities”) of the service delivery area created by the federal Job Training Partnership Act (P.L. No. 97-300) (including any successor statute thereto, including without limitation, the Workforce Investment Act of 1998 (P.L. No. 105-270), collectively, the “JTPA”) in which the Project Facility is located, and (2) where practicable, to first consider and to cause to be first considered for such new employment opportunities persons eligible to participate in federal JTPA programs who shall be referred by the JTPA Referral Entities.

(C) Pursuant to the requirements of subsection one of Section 6 of Chapter 127 of the 1995 Laws of the State, the Company agrees to file with the Agency, prior to the effective date of this Lease, an employment plan, in form and substance satisfactory to the Agency.

(D) The Company agrees to file with the Agency, on a calendar year basis not later than February 11 of each year during the term of this Lease, measured as of December 31st of the immediately preceding calendar year, reports (i) enumerating the full-time equivalent jobs retained and the full time equivalent jobs created as a result of the granting of the Financial Assistance, by category, including full-time equivalent independent contractors and employees of independent contractors that work at the Project Facility, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that were set forth in the Application are then still accurate or, if not then still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. Said annual reports shall be in substantially the form promulgated from time to time by the Agency. The current forms of reports are annexed hereto as Exhibit G. The Company shall provide such annual reports (and supporting documentation) and shall cause its Affiliates, tenants, occupants, operators, contractors and agents to provide such reports (and supporting documentation) with respect to their respective employees, if any, at the Project Facility. The Agency shall have the right, at the Company’s expense, to audit, confirm and/or require additional information with regard thereto and the Company agrees to cooperate with the Agency in connection therewith.

(E) The Company shall, at all times during the term of this Lease, maintain the Minimum Employment Requirement, as such requirement may be adjusted based on changes in business circumstances and technology with the consent of the Agency (which consent shall not be unreasonably withheld, conditioned or delayed). The Company agrees to give the Agency written notice of the occurrence of any default under this subsection (E) within fifteen (15) days after the Company becomes aware of the occurrence of such default.

(F) Subject to (i) collective bargaining contracts or agreements and other existing contracts or agreements to which the Company is a party or by which the Company is bound and (ii) material compliance with Applicable Laws, the Company agrees to list or cause to be listed all new employment opportunities created as a result of the Project on the County Jobs website

or other website designated by the Agency from time to time, provided that such listing shall be at no cost to the Company.

(G) Subject to (i) collective bargaining contracts or agreements and other existing contracts or agreements to which the Company is a party or by which the Company is bound and (ii) material compliance with Applicable Laws, the Company agrees that to the greatest extent possible all employment opportunities should be provided to residents of the County first; provided, however, that nothing herein shall obligate the Company to hire inferior candidates or pay higher wages to comparable candidates due to their residency status.

SECTION 8.11 SALES AND USE TAX EXEMPTION.

(A) Pursuant to Section 874 of the Act, the parties understand that the Agency is exempt from certain sales and use taxes imposed by the State and local governments in the State, and that the Project may be exempted from those taxes due to the involvement of the Agency in the Project. Any exemption from the payment of New York sales and use taxes resulting from Agency involvement in the Project shall be limited to purchases of services and the purchase or lease of tangible personal property conveyed to the Agency or utilized by the Agency or by the Company, as agent of the Agency, or by any Indirect Agent, acting as an indirect agent of the Agency, in connection with the completion of the acquisition, construction, installation and equipping of the Project Facility (but not the operation thereof). No operating expenses (including, without limitation, costs of utilities, cleaning services or supplies) of the Project Facility and no other purchases or leases of services or property shall be subject to an exemption from the payment of sales or use taxes. The Agency makes no representations or warranties that any property or service is exempt from the payment of sales or use taxes.

(B) On the Closing Date, the Agency and the Company shall execute and deliver a sales and use tax agency agreement in the form attached hereto as Exhibit E (the "Sales Tax Agency Agreement"). The granting of the sales and use tax exemption herein is subject to the following additional terms and conditions:

(1) The Sales Tax Agency Agreement shall be dated the Closing Date and shall be effective for a term commencing on its date and expiring upon the earliest to occur of: (a) the termination of this Lease, (b) the second anniversary of the Completion Date, or (c) the termination of the Sales Tax Agency Agreement pursuant to the terms hereof and thereof;

(2) Anything in this Lease or the Sales Tax Agency Agreement to the contrary notwithstanding, the sales and use tax exemption to be provided pursuant to the Sales Tax Agency Agreement (a) shall not be available for any date subsequent to which the Sales Tax Agency Agreement shall have been suspended as provided in this Lease; and (b) shall not be available after the Company and all Indirect Agents shall have made purchases under the Sales Tax Agency Agreement resulting in sales and use tax exemptions in the aggregate amount of the Maximum Sales Tax Benefit.

(C) RESERVED.

(D) Pursuant to Section 874(8) of the Act, the Company agrees to file annually (through the year after the Sales Tax Agency Agreement expires or is earlier terminated), with the New York State Department of Taxation and Finance (the "Department"), no later than February 28 of each year, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Annual Sales Tax Report"), a statement of the value of all sales and use tax exemptions claimed by the Company and all Indirect Agents under the authority granted to the Company pursuant to Section 4.1(E) of this Lease during the preceding calendar year. Pursuant to Section 874(8) of the Act, the penalty for failure to file the Annual Sales Tax Report shall be the termination of the authority granted herein for the Company to act as agent of the Agency and the Company and all Indirect Agents shall immediately cease to be the agent of the Agency in connection with the Project.

(E) The Company agrees to furnish to the Agency, simultaneously with its delivery of such report to the Department, as required by Section 8.11(D), a copy of each such Annual Sales Tax Report submitted to the Department by the Company pursuant to Section 874(8) of the Act.

(F) The Company acknowledges that, pursuant to Section 874(9) of the Act, the Agency shall file within thirty (30) days of the Closing Date with the Department on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Thirty-Day Sales Tax Report"), statements identifying the Company and any Indirect Agent, setting forth the taxpayer identification numbers of such Persons, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease. The Company agrees to timely provide the foregoing information to the Agency and to otherwise cooperate with the Agency in connection with the preparation and filing of the Thirty-Day Sales Tax Report.

(G) RESERVED.

(H) The Company covenants and agrees that it shall include or cause to be included the following language in and as a part of each contract, agreement, lease, invoice, bill or purchase order entered into by the Company or any Indirect Agent, as agent of the Agency, in connection with the acquisition, construction, installation and equipping of the Project Facility:

"This contract, agreement, lease, invoice, bill or purchase order is being entered into by, or is for the benefit of, ConnectGen Chautauqua County LLC (the "Company"), or its contractors and subcontractors ("Indirect Agents", and together with the Company, the "Agent"), as agent for and on behalf of the County of Chautauqua Industrial Development Agency (the "Agency"), in connection with a certain project (the "Project") of the Agency consisting of the acquisition, construction, installation and

equipping of a solar-powered electric generating facility located at and in the vicinity of the intersection of Route 3 (Miller Road) and Route 6 (NE Sherman Road) in the Town of Ripley, Chautauqua County, New York (the "Project Facility") and the acquisition of certain capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for the completion of the Project. Rentals and the purchase of furnishings, trade fixtures, machinery, equipment, tools, materials, supplies, fuel (or other consumables), or other tangible personal property and the purchase of services reasonably related to (including services related to temporary facilities or construction equipment which are a necessary prerequisite to) the acquisition, construction, installation and equipping of the Project Facility which are the subject of this contract, agreement, lease, invoice, bill or purchase order shall be exempt from the sales and use taxes levied by the State of New York and the County of Chautauqua upon receipt by the vendor or lessor from the Agent of a New York State Form ST-123 or Form FT-123 (as the case may be) and a New York State Form ST-60 signed by the Agency showing appointment of the Agent or other similar proof of agency. This contract, agreement, lease, invoice, bill or purchase order is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, agreement, lease, invoice, bill or purchase order, the vendor/contractor/supplier acknowledges and agrees to the terms and conditions set forth in this paragraph."

If the Company fails to include, incorporate by reference or otherwise cause the contract, agreement, lease, invoice, bill or purchase order to be subject to the above provision, then such contract, agreement, lease, invoice, bill or purchase order shall not be an undertaking on behalf of the Agency and shall not be entitled to any of the benefits that may be conferred by the Agency, neither the Company nor any contractor or subcontractor engaged by the Company and approved by the Agency as its agent shall claim any sales or use tax benefits or exemptions with respect thereto, and the Company shall return or cause to be returned to the Agency any such benefits or exemptions so taken, together with interest thereon at the Default Interest Rate, from the date of such taking.

(I) The Company agrees to provide, and to cause all Indirect Agents to provide, a completed Form ST-123 or a completed Form FT-123, as applicable, to each vendor, lessor, licensor, contractor or subcontractor from which the Company or Indirect Agent purchases and/or leases goods or services or with which the Company or Indirect Agent enters into an improvement or installation contract relating to the acquisition, construction, installation and equipping of the Project Facility. The Company acknowledges that, pursuant to Section 875 of the Act, the Form-123 or FT-123, as applicable, must be provided to the vendor, lessor, licensor,

contractor or subcontractor in order for the contract, agreement, lease, invoice, bill or purchase order to be exempt from the imposition of sales and/or use taxes pursuant to the authority granted under Section 4.1(E) of this Lease.

(J) (1) Without limitation of any of the Agency's other rights under this Lease, in the event that the Company or any Indirect Agent shall utilize the sales or use tax exemption provided pursuant to Section 4.1(E) of this Lease (i) in a manner that is not authorized or for which the Company or Indirect Agent is not entitled to claim an exemption, (ii) to claim exemptions in excess of the Maximum Sales Tax Benefit, (iii) to purchase or lease goods or services that are not authorized under this Lease, or (iv) in a manner that violates the provisions of this Section 8.11 or any other provision of this Lease or any provision of the Sales Tax Agency Agreement, then the Company shall promptly deliver notice of same to the Agency, and the Company shall promptly pay or cause to be paid to the Agency a return of sales or use tax exemptions in an amount equal to all such unauthorized sales or use tax exemptions together with interest at the Default Interest Rate from the date and with respect to the dollar amount for which each such unauthorized sales or use tax exemption was used by the Company or Indirect Agent. If the Company fails to promptly pay such return of sales or use tax exemptions when due, the Agency shall have the right, without limitation of any of its other rights under this Lease, to take any action or commence any proceeding at law or in equity which may appear necessary or desirable to the Agency to recover any such amounts and the Agency shall have the right to join the Commissioner as a party in any such action or proceeding. The Company shall cooperate with the Agency in all such actions and proceedings to recover such amounts. The Company acknowledges and agrees that its failure to pay over any such amounts to the Agency shall also be grounds for the Commissioner to assess and determine State Sales and Use Taxes due from the Company under Article 28 or Article 28-A of the New York State Tax Law, together with any applicable penalties and interest due on such amounts.

(2) The Company acknowledges and agrees that, in the event the Agency recovers, receives or otherwise obtains any amount of State Sales and Use Taxes from the Company or any Indirect Agent pursuant to the foregoing subsection, the Agency shall have the obligation to remit same to the Commissioner, together with such information and report that the Commissioner deems necessary to administer payment over of such amounts, and the Company agrees to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, against any liability incurred as a result of remitting such amounts to the Commissioner; provided, however, that the Company shall not be liable to both the State and the Agency for repayment of unauthorized exemptions from State Sales and Use Taxes, and in the event the Company has paid any such amounts to the Agency and is later assessed by the Commissioner for all or a portion of the amount paid to the Agency (and not yet remitted to the State), the Agency shall refund to the Company an amount equal to the amount assessed by the State upon the Company's payment of such amount to the State.

(3) Pursuant to Section 875 of the Act, the Agency shall prepare and file an annual compliance report (each, a “Compliance Report”) detailing provisions of this Lease and, if applicable, its activities and efforts to recover, receive or otherwise obtain sales and use tax pursuant to the terms of this Lease, together with such other information as the Commissioner and/or the Commissioner of Economic Development may require, which Compliance Report will be filed with the Commissioner, the Director of the Division of the Budget, the Commissioner of Economic Development, the State Comptroller and the applicable City, Village, Town or Hamlet Council. The Company acknowledges the provisions of Section 875 of the Act, agrees to timely provide any information required by the Agency in connection with such Compliance Report and agrees to cooperate with the Agency in connection with the preparation and filing of such Compliance Report.

(K) If the Company elects to delegate its sales tax exemption agency to an Indirect Agent, the Company shall complete and present to the Agency a completed Thirty-Day Sales Tax Report form for such Indirect Agent. Pursuant to Section 874(9) of the Act, the Agency agrees to sign and file with the Department the completed Thirty-Day Sales Tax Report for such Indirect Agent within thirty (30) days of its receipt of such form. Such delegation shall only be effective upon the Agency filing such report.

SECTION 8.12 IDENTIFICATION OF THE EQUIPMENT. All Equipment which is or may become part of the Project Facility pursuant to the provisions of this Lease shall be properly identified by the Company by such appropriate records, including computerized records, as may be approved by the Agency.

SECTION 8.13 RESERVED.

SECTION 8.14 ANTI-TERRORISM LAWS.

(A) General. Neither the Company nor any director, officer, member, manager or shareholder of the Company, nor any Affiliate of any of the foregoing, is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(B) Executive Order No. 13224. Neither the Company, nor any director, officer, member, manager or shareholder of the Company, nor any Affiliate of any of the foregoing, nor their respective agents acting or benefiting in any capacity in connection with the transactions contemplated by the Transaction Documents, is any of the following (each a “Blocked Person”):

(1) a Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224;

(2) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224;

(3) a Person or entity with which any lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(4) a Person or entity that commits, threatens or conspires to commit or supports “terrorism” as defined in Executive Order No. 13224;

(5) a Person or entity that is named as a “specially designated national” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list, or

(6) a Person or entity who is affiliated or associated with a person or entity listed above.

(C) Blocked Person or Transactions. Neither the Company, nor any director, officer, member, manager or shareholder of the Company, nor any Affiliate of any of the foregoing, nor to the Company’s knowledge any of its agents acting in any capacity in connection with the transactions contemplated by the Transactions Documents (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224.

(D) Trading with the Enemy. The Company is not engaged, nor does it intend to engage, in any business or activity prohibited by the Trading with the Enemy Act.

(E) OFAC and Patriot Act. The Company represents, warrants, covenants and agrees as follows: (i) the Company, its directors, officers, members, managers, shareholders and Affiliates are in compliance with all Anti-Terrorism Laws; (ii) the Company shall immediately notify the Agency if it obtains knowledge that it or any of its directors, officers, members, managers, shareholders or Affiliates has become or been listed as a Restricted Party or has been charged with or has engaged in any violation of any Anti-Terrorism Law; (iii) the Company shall not receive any funds from a Restricted Party and, in any case, exclude any funds derived from any Restricted Party or from any person or entity involved in the violation of any Anti-Terrorism Law from being used to pay the Indebtedness or any part thereof; (iv) the Company shall not transfer or permit the transfer of any legal or beneficial ownership interest of any kind in the Company to a Restricted Party or any person or entity involved in the violation of any Anti-Terrorism Law; (v) the Company shall not acquire, directly or indirectly, ownership interest of any kind in any Restricted Party or any person or entity involved in the violation of any Anti-Terrorism Law; (vi) the Company shall not form any partnership or joint venture or conduct any business with any Restricted Party or any person or entity involved in the violation of any Anti-Terrorism Law; (vii) the Company shall not act, directly or indirectly, as the agent or representative of any Restricted Party or any person or entity involved in the violation of any

Anti-Terrorism Law; and (viii) the Company shall indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency from and against any costs incurred by the Agency, and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, as a result of any violation of an Anti-Terrorism Law by the Company or any of its directors, officers, members, managers, shareholders or Affiliates.

SECTION 8.15 REQUIREMENTS OF LABOR LAW SECTION 224-a.

(A) The Company hereby acknowledges that the Agency has made the Company aware of the provisions of Part FFF of the New York State FY2020-21 Enacted Budget (Chapter 58 of the Laws of 2020 of the State of New York), which provisions are codified at Sections 224-a, 224-b and 224-c of the New York State Labor Law (the “Prevailing Wage Law”). The Company represents and warrants that it has read and made itself familiar with the requirements of the Prevailing Wage Law and the applicability of such requirements to the Project, including consultation with its counsel with respect to such requirements.

(B) If the Project is a “covered project” within the meaning of the Prevailing Wage Law, the Company covenants and agrees with the Agency to comply with the following requirements:

(1) The Company shall certify, under penalty of perjury, within five (5) days of commencement of construction work whether the Project is subject to the provisions of the Prevailing Wage Law. Such certification shall be made pursuant to a standard form developed by the Commissioner of Labor of the State of New York (the “Commissioner of Labor”). A copy of the current form of such certification is attached hereto as Exhibit K. A copy of such certification shall be filed with the Agency not later than five (5) days after any filing required by the Prevailing Wage Law.

(2) The Company shall retain original payroll records in accordance with Section 220 of the New York State Labor Law for a period of six (6) years from the conclusion of the construction work. All such payroll records shall be subject to inspection on request of the Commissioner or the Agency. The Company may authorize the prime contractor of the Project to take responsibility for retaining and maintaining payroll records, but will be held jointly and severally liable for any violations of such contractor. All such records obtained by the Commissioner or the Agency shall be subject to the New York State Freedom of Information Law.

(C) In accordance with the Prevailing Wage Law, the Company may seek guidance from the “public subsidy board” contained in Section 224-c of the New York State Labor Law as to whether or not the Project is subject to the requirements of the Prevailing Wage Law. If the Company obtains an opinion of such public subsidy board with respect to the Project, the Company shall deliver to the Agency: (1) a copy of such opinion within ten (10) Business Days after receipt by the Company, and (2) any correspondence between the Company and the public

subsidy board or the Commissioner promptly after receipt or delivery of same, as the case may be.

(D) In accordance with Section 224-a(8)(d) of the New York State Labor Law, the Agency is required to identify the nature and dollar value of the “public funds” (as such term is defined in the Prevailing Wage Law) provided by the Agency with respect to the Project and whether any such funds are excluded under Section 224-a(3) of the New York State Labor Law. The Agency shall comply with such requirement by delivering the statement attached to this Agreement as Exhibit L on the Closing Date.

ARTICLE IX ASSIGNMENTS; LEASING; MERGER OF THE AGENCY

SECTION 9.1 ASSIGNMENT OF THIS LEASE.

(A) Except as permitted pursuant to this Lease or the other Transaction Documents, this Lease may not be sold, assigned or otherwise transferred by the Company, in whole or in part, without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed, and shall in all events be subject to and conditioned upon the payment of all reasonable and customary fees and expenses incurred by the Agency in connection with such sale, assignment or transfer and the satisfaction of all requirements of the Act. Any such sale, assignment or transfer made by the Company without the prior written consent of the Agency as aforesaid shall be null and void, except as provided herein. Any such sale, assignment or transfer consented to by the Agency shall be made pursuant to documentation satisfactory to the Agency.

(B) (1) The Company may, upon reasonable prior written notice to the Agency, without the consent of the Agency, (a) assign this Lease and the other Transaction Documents to (i) a third party purchaser (a “Purchaser”), or (ii) an Affiliate (together with a Purchaser, a “Successor”), provided such Successor assumes and agrees to be bound by this Lease and the other Transaction Documents pursuant to the terms and conditions of an assignment and assumption agreement, in form and substance reasonably satisfactory to the Agency, and (b) pledge, mortgage, grant a security interest in and collaterally assign this Lease and the other Transaction Documents to any Lender, including a collateral agent acting on behalf of any such Lender (subject to the Agency’s Unassigned Rights). The Agency shall, at the Company’s sole cost and expense and subject to the Agency’s policies and procedures cooperate with the Company, any Successor, and any Lender from time to time, including, without limitation, by entering into a consent or other agreements with such Lender and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Lender; provided, however, that those agreements shall not expose the Agency to any duty or liability other than to perform the obligations of the Agency as contained in this Lease or the other Transaction Documents.

(2) Notwithstanding anything herein to the contrary, this Lease and the other Transaction Documents may not be assigned without the prior written consent of the Agency (which consent shall not be unreasonably withheld, conditioned or delayed) to any Successor, or

to any Lender exercising its right to foreclose on and acquire the Project Facility pursuant to its Loan Documents, that has not has been previously determined by the Public Service Commission of the State (or its successor agency) to be a qualified owner and operator of the Project Facility pursuant to the New York Public Service Law.

SECTION 9.2 MERGER OF THE AGENCY.

(A) Nothing contained in this Lease shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to, any other public benefit corporation of the State or any political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder and under the other Transaction Documents; provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all of the agreements and conditions of this Lease to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests under this Lease shall be assigned.

(B) As of the date of any such consolidation, merger or assignment, the Agency shall endeavor to give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger or assignment as the Company may reasonably request.

SECTION 9.3 SALE OR LEASE OF THE PROJECT FACILITY.

(A) Prohibition. Except as otherwise provided in Section 9.1 hereof and in compliance with the terms of this Lease and the other Transaction Documents or as otherwise provided in this Section 9.3, the Company shall not lease, sublease, sub-sublease, license or otherwise permit others to use or occupy the Project Facility or any portion thereof without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed, except for leases, subleases, sub-subleases and other occupancy arrangements as set forth in Subsection (B) of this Section 9.3, if any; provided, however, in each case (1) the Company shall remain liable to the Agency for the payment of all rent and for the full performance of all of the terms, covenants and conditions of this Lease, and (2) any approved Sublease Agreement will not diminish or impair the obligation of the Company to carry the insurance required under Article VI hereof, and that such insurance coverage shall in no manner be limited by such Sublease Agreement.

(B) Subleases. (1) The prior written consent of the Agency shall not be required when the Company proposes to license or sublease a portion of the Project Facility in the ordinary course of business pursuant to any Sublease Agreement and such Sublease Agreement is consistent with Section 3.2 hereof and the provisions of Section 854(4) and Section 862(1) of the Act.

(2) For purposes of Section 9.3(B) of this Lease, the term "ordinary course of business" shall mean any licensing, leasing or subleasing of all or a portion of the

Project Facility by the Company in connection with (a) the provision or structuring of tax credit financing relating to the Project, or (b) co-agricultural or agrivoltaic operations or practices.

(C) Sale or Transfer. In connection with the foregoing and Section 9.1 hereof, the Company shall have the absolute right at any time, upon reasonable prior written notice to the Agency, without the consent of the Agency, to: (a) sell, convey, transfer, encumber or otherwise dispose of the Project Facility or any part thereof, or any of its rights under this Lease and the other Transaction Documents to any Successor, provided such Successor assumes and agrees to be bound by this Lease pursuant to the terms and conditions of an assignment and assumption agreement, in form and substance reasonably satisfactory to the Agency, or (b) (i) assign, sublease, or grant an easement, subeasement, license or security interest in, or otherwise transfer all or any portion of its right, title or interest in the Project Facility to any person or entity, and/or (ii) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security agreement) all or any portion of its right, title or interest in the Project Facility to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation, regardless of whether such obligation is related to any indebtedness, and the Agency agrees to join in such security instruments to subject its interest in the Project Facility for such purposes (subject to the Agency's Unassigned Rights).

(D) Release of Unnecessary Property. Notwithstanding anything to the contrary contained in this Section 9.3, in any instance where the Company determines that any portion of the Project Facility has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such portion of the Project Facility and may sell, trade in, exchange or otherwise dispose of the same, as a whole or in part, without the prior written consent of the Agency but, upon reasonable prior notice to the Agency, provided that such removal will not materially impair the ability of the Project Facility to operate as a solar-powered electric generating facility. At the request of the Company, the Agency shall execute and deliver to the Company all instruments reasonably necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Property free from the Liens of the Transaction Documents. The Company shall pay all reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred in transferring title to and releasing from the Liens of the Transaction Documents any item of Property removed pursuant to this Section 9.3.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1 EVENTS OF DEFAULT DEFINED.

(A) The following shall be "Events of Default" under this Lease, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(1) A default by the Company in the due and punctual payment of any amount due under this Lease or under any other Transaction Document, and the continuance thereof for a period of thirty (30) Business Days after written notice thereof is given by the Agency to the Company.

(2) A default in the performance or observance of any covenant, condition or agreement on the part of the Company in this Lease (other than as set forth in subsection (1) above or in any other subsection of this Section 10.1(A)) and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, or, if such covenant, condition or agreement is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the cure to completion with due diligence.

(3) The occurrence of an "Event of Default" under any other Transaction Document.

(4) The Company shall generally not pay its debts as such debts become due or admits its inability to pay its debts as they become due.

(5) The Company shall conceal, remove or permit to be concealed or removed any part of its Property, with intent to hinder, delay or defraud its creditors, or any one of them, or shall make or suffer a transfer of any of its Property which is fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall make any transfer of its Property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or shall suffer or permit, while insolvent, any creditor to obtain a Lien upon any of its Property through legal proceedings or distraint which is not vacated within sixty (60) days from the date thereof.

(6) (a) The filing by the Company (as debtor) of a voluntary petition under Title 11 of the United States Code or any other federal or state bankruptcy or insolvency statute; (b) the failure by the Company within sixty (60) days to lift any execution, garnishment or attachment of such consequence as will impair the Company's ability to carry out its obligations hereunder; (c) the commencement of a case under Title 11 of the United States Code against the Company as the debtor or commencement under any other federal or state bankruptcy or insolvency statute of a case, action or proceeding against the Company and continuation of such case, action or proceeding without dismissal for a period of sixty (60) days; (d) the entry of an order for relief by a court of competent jurisdiction under Title 11 of the United States Code or any other federal or state bankruptcy statute with respect to the debts of the Company; or (e) in connection with any insolvency or bankruptcy case, action or proceeding, appointment by final order, judgment or decree of a court of competent jurisdiction of a receiver, liquidator or trustee of the whole or a substantial portion of the Property of the Company, unless such order, judgment or decree is vacated, dismissed or dissolved within sixty (60) days of such appointment.

(7) RESERVED.

(8) The imposition of a Lien on the Project Facility other than a Permitted Encumbrance and the failure of the Company to remove such Lien, whether by the payment of money, the securing of a bond or otherwise, within sixty (60) days after the Company receives notice or becomes aware of such imposition.

(9) The removal of the Project Facility, or any portion thereof, outside the County, without the prior written consent of the Agency, other than as permitted under Section 9.3 of this Lease.

(10) If any certificate, statement, representation, warranty or financial statement made to the Agency by or on behalf of the Company shall prove to have been false, misleading or incorrect in any material respect at the time as of which the facts therein set forth were made, or to have omitted any material liability or claim against the Company.

(11) If the environmental or ecological condition of the Project Facility is in material violation of any Environmental Law or any permit, license or approval related thereto or if the Project Facility, or any part thereof, contains any Hazardous Materials (except Hazardous Materials which do not violate Environmental Laws), and the Company is unable to materially comply with such Environmental Laws within sixty (60) days of the notification or discovery of such violation or complete all appropriate and lawful remedial containment and clean-up action within sixty (60) days of the notification or discovery of the existence of such Hazardous Materials.

(12) RESERVED.

(13) The Company, any Affiliate or any director, member, manager, officer or shareholder of the Company shall become a Prohibited Person.

(14) Any assignment of this Lease or the Company Lease, in whole or in part, or any letting or sub-subletting of the Project Facility, or any portion thereof, in violation of the terms of this Lease.

(15) An Event of Default shall occur under the Company Lease.

(16) RESERVED.

(17) The Company defaults under or attempts to withdraw, rerate, cancel or disclaim liability under any indemnity made by such party in favor of the Agency, including, without limitation, the Environmental Indemnification.

(18) If the Company fails to maintain or fails to cause to be maintained the Minimum Employment Requirement at any time during the term of this Lease.

(19) Failure by the Company at any time to keep in full force and effect the insurance policies and coverages required by Section 6.3 of this Lease.

(20) Any loss or impairment of the Company's interest in and to the Project Facility, or any part thereof, except as permitted by this Lease.

(B) Notwithstanding the provisions of Section 10.1(A) hereof if by reason of force majeure (as hereinafter defined) either party hereto shall be unable, in whole or in part, to carry out its obligations under this Lease and if such party shall give notice and full particulars of such force majeure event or cause in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Lease of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability to perform. The suspension of such obligations for such period pursuant to this subsection (B) shall not be deemed an Event of Default under this Section 10.1. Notwithstanding anything to the contrary in this subsection (B), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Company to make the payments required under this Lease, to obtain and continue in full force and effect the insurance required by Article VI hereof, to provide the indemnity required by Sections 2.2(F), 3.1, 3.3, 4.1(E), 6.1, 8.1 and 12.9(C) hereof and to comply with the provisions of Sections 2.2(F), 6.3, 8.2, 8.4, 8.5 and 8.6(C) hereof. The term "force majeure" as used herein shall include acts outside of the control of the Agency and the Company, including, but not limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders of any kind of any Governmental Authority or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, partial or entire failure of utilities, or any other cause or event not reasonably within the control of the party claiming such inability.

SECTION 10.2 REMEDIES ON DEFAULT.

(A) Whenever any Event of Default shall have occurred and be continuing beyond any cure period, the Agency may, to the extent not prohibited by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts due and payable pursuant to Section 5.3 hereof (without acceleration), and (b) all other payments due under this Lease or any of the other Transaction Documents (without acceleration), including, without limitation, any resulting Recapture of Benefits under Section 11.4 of this Lease; or

(2) re-enter and take possession of the Project Facility, enforce or terminate this Lease, sell or assign the Agency's interest in the Project Facility, subject to Permitted Encumbrances, at public or private sale, as a whole or piecemeal, in whole or in part, for such consideration as may be deemed appropriate in the circumstances by the Agency, and hold the Company liable for the amount, if any, by which the aggregate unpaid amounts due hereunder exceed the Net Proceeds received upon such sale, or manage and operate the Project Facility, collect all or any rents accruing therefrom, let or relet the Project Facility or any part thereof for the Agency's own account or the account of the Company, holding the Company liable for payments due up to the effective date of such leasing and for the difference in the rent and other amounts paid by the sublessee pursuant to such lease and the rental payments and other amounts payable by the Company hereunder, cancel or modify leases, evict tenants, bring or defend any suits in connection with the possession of the Project Facility in its own name or in the Company's name, make repairs as the Agency deems appropriate, and perform such other acts in connection with the management, operation or disposition of the Project Facility, or any portion thereof, as the Agency, in its discretion, may deem proper; or

(3) terminate this Lease and terminate the Company Lease and convey to the Company all the Agency's right, title and interest in and to the Project Facility. The conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the execution by the Agency of the Termination of Lease and the Termination of Company Lease. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such termination and conveyance. The Company hereby waives delivery and acceptance of such terminations as a condition to their validity, and appoints the Agency its true and lawful agent and attorney-in-fact (which appointment shall be deemed to be an agency coupled with an interest) with full power of substitution to file on its behalf all affidavits, questionnaires and other documentation necessary to accomplish the recording or filing of such documents; or

(4) bring an action for damages, injunction or specific performance; or

(5) suspend the right of the Company and all Indirect Agents to act as agent for the Agency in connection with the Project, including, without limitation, as its agent for the purpose of the sales and use tax exemption afforded to the Company pursuant to this Lease; or

(6) require the Company to make payments in lieu of real property taxes under the PILOT Agreement (without acceleration) in amounts equal to the amounts the Company would otherwise be required to pay if the

Company were the owner of the Project Facility (and the Agency did not hold an interest therein); or

(7) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Company under this Lease.

(B) No action taken pursuant to this Section 10.2 (including repossession of the Project Facility) shall relieve the Company from its obligations to make all payments required by this Lease and the other Transaction Documents.

SECTION 10.3 REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 10.4 AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. In the event the Company should default under any of the provisions of this Lease or any other Transaction Document and the Agency should retain attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency such fees and expenses (including, without limitation, attorneys' fees and expenses) so incurred, whether an action is commenced or not.

SECTION 10.5 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 10.6 RIGHT TO CURE. Prior to the exercise of any remedy by the Agency hereunder following an Event of Default, the Company, any Successor, any Lender, and any Tax Equity Financing Party shall have the right to cure such Event of Default during the time period allowed for curing same. If the Company at any time during the term of this Lease prior to the occurrence of an Event of Default provides a written request to the Agency that notices hereunder be provided to any Lender or Tax Equity Financing Party, any such Lender or Tax Equity Financing Party 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.

ARTICLE XI OPTIONS TO TERMINATE

SECTION 11.1 EARLY TERMINATION OF THE LEASE. The Company shall have the option to terminate this Lease at any time prior to the termination date specified in Section 5.2 hereof, by filing with the Agency a certificate signed by an Authorized Representative of the Company stating the Company's intention to do so pursuant to this Section 11.1 and setting forth the effective date of such termination, which effective date shall not be less than thirty (30) days after the delivery of the certificate to the Agency. The exercise of the option to terminate pursuant to this Section 11.1 shall constitute a "Recapture Event" (as such term is defined in Section 11.4 hereof). The Company shall not, at any time, assign or transfer its option to terminate this Lease and acquire the Agency's interest in the Project Facility as contained in this Section 11.1 separate and apart from a permitted assignment of this Lease pursuant to Section 9.1 of this Lease without the prior written consent of the Agency.

SECTION 11.2 OBLIGATIONS UPON TERMINATION OF THE LEASE.

(A) Contemporaneously with the termination of this Lease in accordance with Section 5.2 or Section 11.1 hereof, the Company shall pay all sums required to be paid to the Agency or any other Person pursuant to this Lease and the other Transaction Documents then due and owing (without acceleration) the Agency or such other Person at the time of termination or due and owing (without acceleration) the Agency or such other Person as a result of such termination (including any applicable Recapture of Benefits). The obligation of the Agency under this Section 11.2 to convey its interest in the Project Facility to the Company will be subject to there being no Event of Default existing hereunder or under any other Transaction Document, and there being no other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default.

(B) The termination of this Lease and the conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the execution and delivery by the Agency of (1) the Termination of Company Lease (an unexecuted copy of which is attached hereto as Exhibit C) and (2) the Termination of Lease (an unexecuted copy of which is attached hereto as Exhibit F). The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from such termination, including, without limitation, all of the Agency's reasonable costs and expenses in connection therewith (including reasonable attorneys' fees and expenses).

(C) The Company agrees to prepare the Termination of Company Lease and the Termination of Lease, and all schedules thereto, together with all equalization and assessment forms and other necessary documentation, and to forward same to the Agency at least fifteen (15) days prior to the date that this Lease is to be terminated and the Agency's interest in the Project Facility or any portion thereof is to be conveyed to the Company. The Company hereby irrevocably appoints and designates the Agency as its attorney-in-fact for the purpose of executing, delivering and/or recording such documents and to take such other and further action as shall be necessary to terminate the Agency's interest in the Project Facility.

(D) This Lease shall survive the transfer of the Project Facility to the Company pursuant to this Section 11.2 and shall remain in full force and effect until ninety-one (91) days after all of the Indebtedness shall have been paid in full, and thereafter the obligations of the Company shall survive as set forth in Section 12.7 hereof.

(E) Upon the payment in full of all Indebtedness, and notwithstanding the survival of certain obligations of the Company as described in Section 12.7 hereof, the Agency shall upon the request of the Company execute and deliver to the Company such documents as the Company may reasonably request, in recordable form if so requested, to evidence the termination and release of all Liens granted to the Agency hereunder.

SECTION 11.3 RESERVED.

SECTION 11.4 RECAPTURE OF AGENCY BENEFITS.

(A) It is understood and agreed by the parties to this Lease that the Agency is entering into this Lease in order to provide the Financial Assistance to the Company for the Project and to accomplish the purposes of the Act. In consideration therefor, the Company hereby agrees that if there shall occur a Recapture Event (as hereinafter defined), then the Agency at its option may pursue a recapture of public benefits conferred by the Agency (as defined in this Section 11.4) or waive such a recapture of public benefits in its sole and complete discretion. Should the Agency elect to pursue a recapture of public benefits conferred by the Agency following a Recapture Event, the amount of such benefits to be recaptured shall be as follows (such amount, the "Recapture of Benefits"):

(1) one hundred per cent (100%) of the Benefits (as defined below) if the Recapture Event occurs on or before the fifth (5th) anniversary of the Closing Date;

(2) eighty per cent (80%) of the Benefits if the Recapture Event occurs after the fifth (5th) anniversary of the Closing Date but on or before the sixth (6th) anniversary of the Closing Date;

(3) sixty per cent (60%) of the Benefits if the Recapture Event occurs after the sixth (6th) anniversary of the Closing Date but on or before the seventh (7th) anniversary of the Closing Date;

(4) forty per cent (40%) of the Benefits if the Recapture Event occurs after the seventh (7th) anniversary of the Closing Date but on or before the eighth (8th) anniversary of the Closing Date;

(5) twenty per cent (20%) of the Benefits if the Recapture Event occurs after the eighth (8th) anniversary of the Closing Date but on or before the ninth (9th) anniversary of the Closing Date;

(6) ten per cent (10%) of the Benefits if the Recapture Event occurs after the ninth (9th) anniversary of the Closing Date but on or before the tenth (10th) anniversary of the Closing Date; or]

(7) zero per cent (0%) of the Benefits after the tenth (10th) anniversary of the Closing Date.

(B) The term “Benefits”, in this Section 11.4, shall mean the Agency’s calculation of, collectively:

(1) all real estate tax benefits which have accrued to the benefit of the Company during such time as the Agency held an interest in the Project Facility by reason of such interest, such tax benefits to be computed by subtracting the payments in lieu of taxes paid under the PILOT Agreement (through the date that the Project Facility is returned to the tax rolls as taxable property) from those payments which the Company would have been required to pay through such date had the Company been the owner of the Project Facility and the Agency not been involved in the Project and based on the records of the Tax Assessor, and treating any negative result as \$0; and

(2) all miscellaneous benefits derived from the Agency’s participation in the transactions contemplated by this Lease, including, but not limited to, any exemption from real property transfer taxes, any exemption from mortgage recording taxes, and/or any exemption from sales and use taxes, provided, however, that the recapture of the value of any exemption from State Sales and Use Taxes shall be in the full amount of any exemption taken and shall not be subject to the scheduled percentage reduction set forth in Subsection (A) in the event and to the extent such State Sales and Use Taxes are subject to recapture by the Agency pursuant to Section 875(3)(b) of the Act.

(C) For the purposes of this Section 11.4 the term “Recapture Event” shall mean the occurrence of any of the following events:

(1) The Company shall have liquidated its operations and/or assets; or

(2) The Company shall have ceased all or substantially all of its operations at the Project Facility (whether by closure or by relocation to another facility either within or outside of the County); or

(3) All or substantially all of the employees engaged in the construction, maintenance or operation of the Project Facility have been transferred to a location outside of the County; or

(4) The occurrence and continuance of an Event of Default under this Lease or any other Transaction Document; or

(5) The Company shall have effected a substantial change in the scope and nature of the operations of the Company at the Project Facility without the prior written consent of the Agency (which consent shall not be unreasonably withheld, conditioned or delayed); or

(6) The Company shall have sold, leased, subleased, sub-subleased, assigned, transferred or otherwise disposed of all or any part of its interest in the Project Facility in violation of this Lease; or

(7) The Company fails to maintain or fails to cause to be maintained the Minimum Employment Requirement at any time during the term of this Lease; or

(8) The Company elects to voluntarily terminate this Lease as provided in Section 11.1 hereof; or

(9) The Application, or documentation in support of the Application, contained a false or misleading statement as to any fact in the Application or omitted any information which, if included, would have rendered any information in the Application or supporting documentation false or misleading in any material respect, and such false or misleading statement or omission was made knowingly by the Company.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a Condemnation by governmental authority of all or substantially all of the Project Facility or any interest therein, or (ii) the inability at law of the Company to rebuild, repair, restore or replace the Project Facility after the occurrence of a casualty to substantially its condition prior to such casualty, which inability shall have arisen in good faith through no fault on the part of the Company.

(D) The Company covenants and agrees to furnish the Agency with written notification upon the occurrence of any Recapture Event, which notification shall set forth the terms of such Recapture Event.

(E) In the event any payment owing by the Company under this Section 11.4 shall not be paid on demand by the Company, such payment shall bear interest from the date of such demand at the Default Interest Rate until the Company shall have paid such payment in full, together with such accrued interest to the date of payment, to the Agency.

(F) Notwithstanding anything herein to the contrary, prior to the Agency's election to pursue recapture of Benefits hereunder following the occurrence of a Recapture Event, (1) the Agency shall provide written notice to the Company of its intention to pursue recapture of Benefits, and (2) the Company, any Successor, any Lender, and any Tax Equity Financing Party shall have the right to cure such Recapture Event within thirty (30) days of receipt of such notice. If the Company at any time during the term of this Lease prior to the occurrence of an Event of Default provides a written request to the Agency that notices hereunder be provided to any

Lender or Tax Equity Financing Party, any such Lender or Tax Equity Financing Party shall be afforded an additional sixty (60) days (beyond the time period allowed for the Company to cure) within which to cure a Recapture Event on behalf of the Company.

ARTICLE XII MISCELLANEOUS

SECTION 12.1 NOTICES.

(A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given on the earlier of (1) three (3) Business Days after being sent to the applicable address stated below by registered or certified mail, return receipt requested, or two (2) Business Days after being sent by nationally recognized overnight courier service, or (2) the date on which delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

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

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

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

To the Company: ConnectGen Chautauqua County LLC
1001 McKinney Street, Suite 700
Houston, TX 77002
Attention: General Counsel

With a copy to: Barclay Damon LLP
125 East Jefferson Street
Syracuse, NY 13202
Attention: Matthew S. Moses, Esq.

(C) 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.

(D) A copy of all notices to the Company hereunder shall also be served on any Lender identified pursuant to Section 10.6 hereof, and no such notice or other communication to

the Company shall be deemed received unless a copy is so served upon any such Lender in the manner provided herein for the giving of notice.

SECTION 12.2 BINDING EFFECT. This Lease shall inure to the benefit of the Agency and the Company and shall be binding upon the Agency, the Company and, as permitted by this Lease, their respective successors and assigns.

SECTION 12.3 SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of the Agency or the Company to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be held void, voidable, invalid or unenforceable by a court of competent jurisdiction, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Lease.

SECTION 12.4 AMENDMENT. This Lease may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto.

SECTION 12.5 EXECUTION OF COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.6 APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the applicable laws of the State, as in effect from time to time, without regard to its principles of conflicts of law.

SECTION 12.7 SURVIVAL OF OBLIGATIONS.

(A) The obligations of the Company to make the payments required by Sections 2.2(F), 3.1, 3.3, 4.1, 5.3, 5.4, 6.5, 8.1, 8.9, 8.11, 9.1, 9.3, 10.2 10.4, 11.2 and 11.4 hereof then due and owing (without acceleration) as of the date of termination and to provide the indemnity required by Sections 2.2(F), 3.1, 3.3, 4.1(E), 6.3, 8.1 and 12.9(C) hereof shall survive the termination of this Lease, and all such payments after such termination shall be made upon demand of the party to whom such payment is due.

(B) The obligations of the Company to the Agency with respect to the Unassigned Rights shall survive the termination or expiration of this Lease until the expiration of the period stated in the applicable statute of limitation during which a claim, cause of action or prosecution relating to the Unassigned Rights may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents (other than the Company), attorneys, servants or employees, past, present or future, related thereto.

SECTION 12.8 TABLE OF CONTENTS AND SECTION HEADINGS NOT

CONTROLLING. The Table of Contents and the headings of the several Sections in this Lease have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Lease.

SECTION 12.9 NO RECOURSE; SPECIAL OBLIGATION.

(A) The obligations and agreements of the Agency contained herein and in the other Transaction Documents and any other instrument or document executed in connection therewith or herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company), servant or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company), servants and employees, past, present and future, of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(B) The obligations and agreements of the Agency contained herein and therein shall not constitute or give rise to an obligation of the State or the County and neither the State nor the County shall be liable hereon or thereon, and, further, such obligations 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 Agency's interest in the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights).

(C) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (1) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) Business Days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) Business Days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten (10) Business Day period) or failed to respond within such notice period, (2) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such fees and expenses, and (3) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company), servants or employees, past, present or future, shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers,

agents (other than the Company), servants and employees, past, present and future, against all liability expected to be incurred as a result of compliance with such request.

(D) The obligations and agreements of the Company contained herein and in the other Transaction Documents and any other instrument or document executed in connection herewith or therewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Company, and not of any member, officer, agent, servant or employee of the Company in his individual capacity, and the members, officers, agents, servants and employees of the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

SECTION 12.10 NET LEASE. The obligation of the Company to make the payments specified in this Lease shall be absolutely net to the Agency without any abatement, recoupment, diminution, reduction, deduction, counterclaim, set-off or offset whatsoever, so that this Lease shall yield, net, to the Agency, the payments set forth herein, except as provided in the Transaction Documents.

SECTION 12.11 WAIVER OF JURY TRIAL. THE COMPANY AND THE AGENCY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, ANY OTHER TRANSACTION DOCUMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THIS LEASE.

SECTION 12.12 PRIOR AGREEMENTS; SUPERSESSION. This Lease and the other Transaction Documents shall completely and fully supersede all other prior understandings or agreements, written or oral, between the Company and the Agency relating to the Project. The Company obligations under this Lease and the other Transaction Documents shall supersede the Company obligations in the Application and the Preliminary Agreement.

SECTION 12.13 SERVICE OF PROCESS.

(A) The Company represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as this Lease shall be in effect. If for any reason the Company should cease to be so subject to service of process in the State of New York, the Company hereby designates and appoints, without power of revocation, Matthew S. Moses, Esq., c/o Barclay Damon LLP, 125 Jefferson Street, Syracuse, New York 13202, the Secretary of State of the State of New York, as the agent of the Company upon whom may be served all process, pleadings, notices or other papers which may be served upon the Company as a result of any of its obligations under this Lease; provided, however, that the serving of such process, pleadings, notices or other papers shall not constitute a condition to the Company's obligations hereunder.

(B) The Company irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of this Lease or the other Transaction Documents may be

brought in the courts of record of the State of New York in the County of Chautauqua or the courts of the United States, Western District of New York; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts. For such time as this Lease is in effect, the Company's agents designated above shall accept and acknowledge in the Company's behalf service of any and all process in any such suit, action or proceeding brought in any such court. The Company agrees and consents that any such service of process upon such agents and written notice of such service to the Company in the manner set forth in Section 12.1 hereof shall be taken and held to be valid personal service upon the Company whether or not the Company shall then be doing, or at any time shall have done, business within the State of New York and that any such service of process shall be of the same force and validity as if service were made upon the Company according to the laws governing the validity and requirements of such service in the State of New York, and waives all claim of error by reason of any such service. Such agents shall not have any power or authority to enter into any appearance or to file any pleadings in connection with any suit, action or other legal proceedings against the Company or to conduct the defense of any such suit, action or any other legal proceeding except as expressly authorized by the Company.

SECTION 12.14 THIRD PARTY BENEFICIARIES. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto.

SECTION 12.15 NON-DISCRIMINATION.

At all times during the term of this Lease, the Company shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, ethnicity, age, gender, pregnancy, sex, sexual orientation, gender identity, national origin, citizenship, marital status, domestic violence victim status, military status, veteran status, disability, familial status, genetic information, genetic predisposition or carrier status, or other characteristic or criteria protected by Applicable Law. The Company shall use reasonable efforts to ensure that employees and applicants for employment with any tenant, subtenant, occupant or user of the Project Facility, or any part thereof, or any contractor or subcontractor with respect to the Project Facility, are treated without regard to their race, color, religion, creed, ethnicity, age, gender, pregnancy, sex, sexual orientation, gender identity, national origin, citizenship, marital status, domestic violence victim status, veteran status, military status, disability, familial status, genetic information, genetic predisposition or carrier status, or other characteristic or criteria protected by Applicable Law. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

SECTION 12.16 DATE OF LEASE. The date of this Lease shall be for reference purposes only and shall not be construed to imply that this Lease was executed on the date first above written.

SECTION 12.17 RECORDING AND FILING. This Lease or a memorandum hereof shall be recorded by the Agency in the appropriate office of the Clerk of the County, or in such other office as may at the time be provided by law as the proper place for the recordation thereof.

SECTION 12.18 SUBORDINATION.

This Lease and all of the Transaction Documents, except for the PILOT Agreement, the Agency's rights under Section 11.4 of this Lease and the Agency's rights with respect to the Unassigned Rights under this Lease, shall be subject and subordinate to the lien and the terms and conditions of any Mortgage, including all amounts advanced thereunder and all renewals, modifications and replacements thereof. Any such Mortgage (including all amounts advanced thereunder and all renewals, modifications and replacements thereof) shall be subject and subordinate to the PILOT Agreement, the Agency's rights under Section 11.4 of this Lease and the Agency's rights with respect to the Unassigned Rights under this Lease.

SECTION 12.19 SPECIAL LENDER PROVISIONS.

(A) The Company hereby directs the Agency to give and the Agency hereby agrees to give the Lender notice, in the manner set forth in Section 12.1 of this Lease, of any default by the Company under this Lease (including, without limitation, any Recapture Event), the PILOT Agreement, or any other Transaction Document which the Agency is required to give to the Company pursuant to the terms of this Lease, the PILOT Agreement, or any other Transaction Document, and the Lender shall have the right (but not the obligation) to cure such default within the time period, if any, provided for such cure to be carried out by the Company pursuant to the terms of this Lease, the PILOT Agreement, or any other Transaction Document, as the case may be. The Agency shall accept such cure by the Lender as if such cure were performed by the Company. The Company acknowledges and agrees that the Agency may accept such cure by the Lender and waives any claims it may have against the Agency based upon, arising from or in connection with this Subsection (A).

(B) The Agency and the Company agree that the Lender may exercise the Company's option to terminate this Lease in accordance with Section 11.1 of this Lease, whether in the name of the Company or the Lender, subject to compliance with the provisions of Article XI of this Lease. If the Lender shall exercise such option to terminate in accordance with the terms of Article XI of this Lease, the Agency agrees to perform its obligations under such Article XI at the direction and for the benefit of the Lender. The Company waives any claims it may have against the Agency based upon, arising from or in connection with Article XI of this Lease.

SECTION 12.20 ESTOPPEL CERTIFICATES.

The Agency, within thirty (30) days after a request in writing by the Company, shall, at the Company's cost and expense furnish a written statement, duly acknowledged, that to the best of the Agency's knowledge, this Lease and the other Transaction Documents are in full force and

effect and that there are no defaults thereunder by the Company, or if there are any defaults, such statement shall specify the defaults the Agency claims to exist.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency and the Company have caused this Lease to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

**COUNTY OF CHAUTAUQUA
INDUSTRIAL DEVELOPMENT AGENCY**

By: 
Name: Richard E. Dixon
Title: Chief Financial Officer

**CONNECTGEN CHAUTAUQUA COUNTY
LLC**

By: _____
Name: Caton Fenz
Title: Chief Executive Officer

[Signature Page to Agency Lease Agreement]

IN WITNESS WHEREOF, the Agency and the Company have caused this Lease to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

**COUNTY OF CHAUTAUQUA
INDUSTRIAL DEVELOPMENT AGENCY**

By: _____

Name: Richard E. Dixon

Title: Chief Financial Officer

**CONNECTGEN CHAUTAUQUA COUNTY
LLC**

By: _____


Name: Caton Fenz

Title: Chief Executive Officer

[Signature Page to Agency Lease Agreement]

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

On the 23rd day of September, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Richard E. Dixon, 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.



Notary Public

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

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of September, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Caton Fenz, 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.

Notary Public

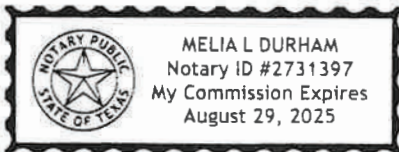
STATE OF NEW YORK)
) ss.:
COUNTY OF CHAUTAUQUA)

On the ____ day of September, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Richard E. Dixon, 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.

Notary Public

STATE OF Texas)
) ss.:
COUNTY OF Harris)

On the 25th day of September, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Caton Fenz, 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.



Melia L. Durham
Notary Public

[Acknowledgment Page to Agency Lease Agreement]

Exhibit A
Description of the Land

Exhibit A-1: Fee Parcels

Tract 1

ConnectGen Chautauqua County LLC

Tax ID: 290.00-1-20

Bargain and Sale Deed dated as of December 22, 2023, by and between County of Chautauqua Industrial Development Agency ("Seller") and ConnectGen Chautauqua County LLC, a Delaware limited liability company ("Buyer"), recorded January 3, 2024 in the official records of Chautauqua County, New York as Instrument No. DE2024001028, with respect to a certain parcel of land more particularly described as follows:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in the Town of Ripley, County of Chautauqua and State of New York, being Lot No. 86 in the Third Township and Fifteenth Range of the Holland Land Company's Survey and being more particularly described as follows:

COMMENCING at a point on the state line of dividing New York and Pennsylvania, said point also being on a common line of lands conveyed to H. Langdon by deed, recorded in the Chautauqua County Clerk's Office in Liber 1096 of Deeds at page 274 and the southwest corner of lands conveyed to Eric R. and Bonnie L. Yokom by a certain deed recorded in the Chautauqua County Clerk's Office in Liber 1919 of Deeds at page 319; thence along the aforementioned New York/Pennsylvania state line, S 00°00'00" E, at a distance of 536.83 feet to a point; thence continuing on the same line, S 00°00'00" E, a distance of 260.66 feet to a point, said point being the principal point of beginning and northwest corner of the herein described parcel of land; thence leaving said aforementioned state line and running through lands conveyed to Eric R. and Bonnie L. Yokom by a certain deed recorded in the Chautauqua County Clerk's Office in Liber 2162 of Deeds at page 102, N 53°25'47" E, a distance of 782.00 feet to an iron pin (set); thence S 36°34'13" E, a distance of 400.00 feet to an iron pin (set); thence N 53°25'47" E, a distance of 581.50 feet to a point in the apparent centerline of Kerr Road, also known as County Road No. 6; thence along the apparent centerline of said road, S 61°58'53" E, a distance of 27.67 feet to a point; thence southwesterly, leaving said apparent centerline of County Road No. 6 and running along the northerly line of a 175 foot wide strip of land conveyed to the Niagara Mohawk Power Corporation in a certain deed recorded in the Chautauqua County Clerk's Office in Liber 1188 of Deeds at page 192, S 53°25'47" W, a distance of 1,690.67 feet to a point in the aforementioned New York/Pennsylvania state line; thence North along said state line, N 00°00'00" W, a distance of 529.18 feet to the principal point of beginning.

EXCEPTING therefrom lands conveyed to Niagara Mohawk Power Corporation by deed recorded in Liber 2276 of Deeds at page 187 on July 1, 1992. Which aforesaid parcel is described as follows:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in the Town of Ripley, County of Chautauqua and State of New York, being Lot No. 86 in the Third Township and Fifteenth Range of the Holland Land Company's Survey and being more particularly described as follows:

COMMENCING at a point on the state line of dividing New York and Pennsylvania, said point also being on a common line of lands now or formerly owned by H. Langdon, and the southwest corner of a 2.68 acre tract of land conveyed to Eric R. and Bonnie L. Yokom by a certain deed recorded in the Chautauqua County Clerk's Office in Liber 1919 of Deeds at page 319; thence, along the aforementioned New York/Pennsylvania state line, S 00°00'00" E, a distance of 536.83 feet to a point; thence, continuing on the same line, S 00°00'00" E, a distance of 260.66 feet to a point; thence, leaving said aforementioned state line, N 53°25'47" E, a distance of 382.00 feet to a point, said point also being the Point of Beginning and northwest corner of the following described parcel of land; thence N 53°25'47" E, a distance of 400.00 feet to a point; thence S 36°34'13" E, a distance of 400.00 feet to a point; thence S 53°25'47" W, a distance of 400.00 feet to a point, being the southwest corner of the herein described parcel of land; thence, N 36°34'13" W, a distance of 400.00 feet to the point of beginning, said parcel containing 3.573 acres, more or less.

Exhibit A-2: Leasehold Parcels

Tract 2

Stephen M. Barber
Tax IDs: 291.00-1-33

Solar Energy Lease and Easement Agreement dated as of May 1, 2019, by and between Stephen M. Barber (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of May 1, 2019, recorded May 10, 2019 in the official records of Chautauqua County, New York as Instrument No. DE2019003112.

Tract 3

Edward Byrne
Tax ID: 293.00-1-11.2

Solar Energy Lease and Easement Agreement dated as of June 2, 2020, by and between Edward Byrne (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of June 2, 2020, recorded January 31, 2022 in the official records of Chautauqua County, New York as Instrument No. DE2022001438.

Tract 4

James E. Chambers III
Tax ID: 309.00-2-1.2

Solar Energy Lease and Easement Agreement dated as of May 20, 2019, by and between James E. Chambers III (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of May 20, 2019, recorded May 31, 2019 in the official records of Chautauqua County, New York as Instrument No. DE2019003482.

Tract 5

Lyle A. Cox, Sr.
Tax ID: 291.00-2-12

Solar Energy Lease and Easement Agreement dated as of March 12, 2019, by and between Lyle A. Cox, Sr. (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of March 12, 2019, recorded March 26, 2019 in the official records of Chautauqua County, New York as Instrument No. DE2019002349.

Tract 6

Lisa M. Gonzales

Tax IDs: 291.00-2-1, 291.00-2-24

Solar Energy Lease and Easement Agreement dated as of May 18, 2019, by and between Lisa M. Gonzales (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of May 18, 2019, recorded May 31, 2019 in the official records of Chautauqua County, New York as Instrument No. DE2019003481.

Tract 7

Scott R. Henry

Tax ID: 291.00-1-38.1

Solar Energy Lease and Easement Agreement dated as of May 7, 2019, by and between Scott R. Henry (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of May 7, 2019, recorded May 31, 2019 in the official records of Chautauqua County, New York as Instrument No. DE2019003480.

Tract 8

Nathan I. Hopkins

Tax IDs: 290.00-1-10, 290.00-1-12.1

Solar Energy Lease and Easement Agreement dated as of July 10, 2019, by and between Nathan I. Hopkins (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of July 10, 2019, recorded August 23, 2019 in the official records of Chautauqua County, New York as Instrument No. DE2019005685.

Tract 9

Brady R. Kleckner

Tax IDs: 291.00-2-4, 291.00-2-6

Amendment No. 1 and Ratification to Solar Energy Lease and Easement Agreement dated as of November 12, 2019, by and between Brady R. Kleckner and Kimberly A. Kleckner (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), amending a certain Solar Energy Lease and Easement Agreement dated as of July 10, 2019, by and between Jeanette L. Keem (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of July 10, 2019, recorded March 31, 2019 in the official records of Chautauqua County, New York as Instrument No. DE2019003479, following acquisition of the parcel by Brady Kleckner pursuant to a certain Quitclaim Deed dated as of August 29, 2019, by and between Jeanette L. Keem (“Original Landowner”) and Brady Kleckner (“Landowner”), as memorialized by that certain Quitclaim Deed dated as of August 29, 2019,

recorded September 3, 2019 in the official records of Chautauqua County, New York as Instrument No. DE2019005925.

Tract 10

Sidney Meeder Sr.

Tax ID: 293.00-1-25

Solar Energy Lease and Easement Agreement dated as of September 23, 2020, by and between Sidney Meeder Sr. (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of September 23, 2020, recorded March 3, 2021 in the official records of Chautauqua County, New York as Instrument No. DE2021002148.

Tract 11

Ronald Meeder and Bonnie L. Meeder

Tax IDs: 309.00-2-8, 310.00-2-11

Solar Energy Lease and Easement Agreement dated as of October 7, 2019, by and between Ronald Meeder and Bonnie L. Meeder (“Lessors”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of October 7, 2019, recorded December 18, 2019 in the official records of Chautauqua County, New York as Instrument No. DE2019008172.

Tract 12

Edward N. Mowers and Gayle D. Mowers

Tax ID: 291.00-1-4

Solar Energy Lease and Easement Agreement dated as of September 8, 2021, by and between Edward N. Mowers and Gayle D. Mowers (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of September 8, 2021, recorded September 8, 2021 in the official records of Chautauqua County, New York as Instrument No. DE2021006457.

Tract 13

Carl A. Mundaniohl

Tax ID: 292.00-1-22.2

Solar Energy Lease and Easement Agreement dated as of May 15, 2024, by and between Carl A. Mundaniohl (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of May 15, 2024, recorded May 16, 2024 in the official records of Chautauqua County, New York as Instrument No. DE2024003458.

Tract 14

David P. Ott

Tax ID: 308.00-2-12

Solar Energy Lease and Easement Agreement dated as of June 21, 2022, by and between David P. Ott (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of June 21, 2022, recorded July 12, 2022 in the official records of Chautauqua County, New York as Instrument No. DE2022004448.

Tract 15

Joseph Ott

Tax ID: 291.00-2-19, 291.00-2-20

Solar Energy Lease and Easement Agreement dated as of March 23, 2021, by and between Joseph Ott (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of March 23, 2021, recorded September 2, 2021 in the official records of Chautauqua County, New York as Instrument No. DE2021006336.

Tract 16

Parable Farm Inc.

Tax ID: 292.00-1-18, 309.00-2-3.1

Solar Energy Lease and Easement Agreement dated as of January 23, 2020, by and between Parable Farm Inc., a New York corporation (“Lessor”), and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of January 23, 2020, recorded February 5, 2020 in the official records of Chautauqua County, New York as Instrument No. DE2020001534.

Tract 17

Michael E. Pinzok and Linda M. Pinzok

Tax ID: 308.00-2-11

Solar Energy Lease and Easement Agreement dated as of November 11, 2019, by and between Michael E. Pinzok and Linda M. Pinzok (“Lessors”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of November 11, 2019, recorded November 14, 2019 in the official records of Chautauqua County, New York as Instrument No. DE2019007561.

Tract 18

Alan J. Rara

Tax IDs: 291.00-1-36, 291.00-1-37

Solar Energy Lease and Easement Agreement dated as of April 16, 2019, by and between Alan J. Rara (“Lessor”), and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of April 16, 2019, recorded April 24, 2019 in the official records of Chautauqua County, New York as Instrument No. DE2019002851.

Tract 19

Paul L. Reslink and Holly S. Reslink

Tax ID: 291.00-1-35

Solar Energy Lease and Easement Agreement dated as of March 27, 2019, by and between Paul L. Reslink and Holly S. Reslink (“Lessors”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of March 27, 2019, recorded April 24, 2019 in the official records of Chautauqua County, New York as Instrument No. DE2019002850.

Tract 20

Samuel Troup and Gloria Troup

Tax ID: 290.00-1-15

Solar Energy Lease and Easement Agreement dated as of July 26, 2019, by and between Samuel Troup and Gloria Troup (“Lessors”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of July 26, 2019, recorded August 23, 2019 in the official records of Chautauqua County, New York as Instrument No. DE2019005684.

Tract 21

James K. Warren and Denise C. Warren

Tax ID: 293.00-1-11.1

Solar Energy Lease and Easement Agreement dated as of April 18, 2020, by and between James K. Warren and Denise C. Warren (“Lessors”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of April 18, 2020, recorded March 3, 2021 in the official records of Chautauqua County, New York as Instrument No. DE2021002149.

Tract 22

Jeffrey S. Yokom

Tax ID: 291.00-2-9

Solar Energy Lease and Easement Agreement dated as of May 25, 2023, by and between Jeffrey S. Yokom (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability

company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of May 25, 2023, recorded August 2, 2023 in the official records of Chautauqua County, New York as Instrument No. DE2023004779.

Tract 23

Eric R. Yokom

Tax IDs: 290.00-1-23.1, 290.00-1-24, 290.00-1-19

Solar Energy Lease and Easement Agreement dated as of February 11, 2020, by and between Eric R. Yokom (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of February 11, 2020, recorded June 11, 2021 in the official records of Chautauqua County, New York as Instrument No. DE2021004358.

Tract 24

Troy Vincent Walker

Tax ID: 309.00-2-11.2

Solar Energy Lease and Easement Agreement dated as of October 5, 2020, by and between Troy Vincent Walker (“Lessor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Lessee”), as memorialized by that certain Memorandum of Solar Energy Lease and Easement Agreement dated as of October 5, 2020, recorded September 2, 2021 in the official records of Chautauqua County, New York as Instrument No. DE2021006335.

Exhibit A-3: Easement Parcels

Collection and Access Easement Parcels:

Tract 25

Michael P. Perdue and Alan L. Perdue

Tax IDs: 308.00-2-6, 308.00-2-7, 308.00-2-8

Collection and Access Easement Agreement dated as of April 11, 2022, by and between Michael P. Perdue and Alan L. Perdue (“Grantors”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Grantee”), recorded May 17, 2022 in the official records of Chautauqua County, New York as Instrument No. DE2022003503.

Transmission and Access Easement Parcels:

Tract 26

Lake Cloudy Water Enterprises

Tax ID: 308.00-2-3

Transmission and Access Easement Agreement dated as of February 12, 2024, by and between Ronald C. Cunningham, Randall C. Cunningham, Michele B. Campbell, and William R. Cunningham d/b/a Lake Cloudy Water Enterprises, a co-partnership (“Grantor”), and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Grantee”), recorded February 13, 2024 in the official records of Chautauqua County, New York as Instrument No. DE2024001789.

Tract 27

John Kylander

Tax ID: 291.00-2-23

Transmission and Access Easement Agreement dated as of July 22, 2024, by and between John Kylander (“Grantor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Grantee”), recorded July 25, 2024 in the official records of Chautauqua County, New York as Instrument No. DE2024004731.

Access Road Easement Parcels:

Tract 28

Brady R. Kleckner and Kimberly A. Kleckner

Tax IDs: 291.00-2-4, 291.00-2-6

Access Road Easement Agreement dated as of June 9, 2023, by and between Brady R. Kleckner and Kimberly A. Kleckner (“Grantors”) and ConnectGen Chautauqua County LLC, a Delaware

limited liability company (“Grantee”), as memorialized by that certain Memorandum of Access Road Easement Agreement dated as of June 9, 2023, recorded July 28, 2023 in the official records of Chautauqua County, New York as Instrument No. DE2023004699.

Collection Easement Parcels:

Tract 29

David E. Cajka
Tax ID: 309.00-2-3.2

Collection Easement Agreement dated as of March 20, 2021, by and between David E. Cajka (“Grantor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Grantee”), recorded September 2, 2021 in the official records of Chautauqua County, New York as Instrument No. DE2021006337.

Tract 30

David Thorpe and Barbara Spacht
Tax ID: 291.00-2-13

Collection Easement Agreement dated as of February 10, 2021, by and between David Thorpe and Barbara Spacht (“Grantors”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Grantee”), recorded September 3, 2021 in the official records of Chautauqua County, New York as Instrument No. DE2021006378.

Tract 31

Parable Farm Inc.
Tax ID: 292.00-1-18

Collection Easement Agreement dated as of February 2, 2022, by and between Parable Farm Inc., a New York corporation (“Grantor”), and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Grantee”), recorded March 15, 2022 in the official records of Chautauqua County, New York as Instrument No. DE2022002303.

Tract 32

Michael E. Pinzok and Linda M. Pinzok
Tax ID: 308.00-2-11

Collection Easement Agreement dated as of December 5, 2022, by and between Michael E. Pinzok and Linda M. Pinzok (“Grantors”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Grantee”), recorded December 29, 2022 in the official records of Chautauqua County, New York as Instrument No. DE2022009278.

Tract 33

Eric R. Yokom
Tax ID: 290.00-1-24

Collection Easement Agreement dated as of February 11, 2020, by and between Eric R. Yokom (“Grantor”) and ConnectGen Chautauqua County LLC, a Delaware limited liability company (“Grantee”), recorded September 8, 2021 in the official records of Chautauqua County, New York as Instrument No. DE2021006460.

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All equipment, fixtures, machinery, building materials and items of personal property and all appurtenances (A) acquired, constructed or installed, or intended to be acquired, constructed or installed, in connection with the acquisition, construction, installation and equipping of the ConnectGen Chautauqua County LLC Project (the “Project”) of Chautauqua County Industrial Development Agency (the “Agency”), said Project to be acquired, constructed, installed and equipped by ConnectGen Chautauqua County LLC (the “Company”), as agent of the Agency, or by contractors or subcontractors appointed by the Company as indirect agents of the Agency, pursuant to an agency lease agreement dated as of September 1, 2024 (the “Lease”) by and between the Agency and the Company and (B) now or hereafter attached to, contained in or used in connection with the Project Facility (as defined in the Lease) or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunchroom facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, security system, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery;

(2) Solar-powered electric generating facility machinery, equipment, supplies and personal property, such as:

- Photovoltaic (PV) electric generating panels and modules and all associated equipment and accessories;
- Fixed-tilt racking structures or single-axis tracking structures and related anchors;
- Inverters;
- Concrete, rebar, inserts for concrete, and anchor bolts and anchor rings;
- Grounding cables and appurtenances;
- Conduit and fittings;
- Wire and cable;
- Meters;
- Electrical termination materials, devices, and kits;
- Junction boxes, switches, fittings, transformers and general electrical materials;
- Control systems, SCADA systems, and related cabling;
- Communications circuits and related equipment (T-1, fiber optic, etc.);
- Transformers;
- Substation equipment, steel, bus bar, switches, breakers, metering, relaying, buildings, security devices, lighting, fencing, grounding, communications equipment, lightning protectors, secondary power feeder and related

- accessories and components for a full substation;
- Wire and hardware for underground power collection system;
- Wire, hardware and poles for above-ground power collection system;
- Wire/cable, hardware and poles for transmission line(s);
- Gravel and rock for roads, foundations and pads;
- Geotextile fabric for roads, foundations and pads;
- Hardware for road entrances (gates);
- Protective materials and facilities (bollards, fencing, etc.);
- Environmental protection materials (silt fence, liners, traps, hay bales, curlex, jute netting, etc.);
- Drain tile;
- Culverts and other drainage accessories for road and stream crossings;
- Road construction materials;
- Specialized rigging equipment for material movement;
- Operations and maintenance, control house, and storage building materials, equipment and supplies;
- Back-up generators;
- Operations and maintenance equipment (gators, snow plows, snowmobiles, etc.);
- Security equipment, facilities and devices;
- Safety equipment and devices;
- Vehicles and tooling for maintenance crews;
- Related spare parts for all of above;
- Hand tools and equipment;
- Nuts, bolts, pipe and pipe fittings, tape, adhesives and other miscellaneous hardware;
- Trees, plants, seed, top soil, lime, fertilizer and straw;
- Miscellaneous hardware and paint;
- Diesel and gasoline fuel and lubricants;
- Office trailers, portable toilets; and
- Rental equipment (air compressors, generators, padding machines, bending machines, stump grinders, skidders, all-terrain type vehicles, sheet piling hammers, coating equipment, welders, earth-moving equipment, cranes, etc.).

(3) Together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

EXHIBIT C

FORM OF TERMINATION OF COMPANY LEASE

WHEREAS, ConnectGen Chautauqua County LLC (the “Company”), as landlord, and the County of Chautauqua Industrial Development Agency (the “Agency”), as tenant, entered into a company lease agreement dated as of September 1, 2024 (the “Company Lease Agreement”) pursuant to which, among other things, the Agency leased the Project Facility (as defined in the Company Lease Agreement) from the Company; and

WHEREAS, pursuant to the Company Lease Agreement, the Company and the Agency agreed that the Company Lease Agreement would terminate on the earlier to occur of (1) December 31 of the calendar year in which the last PILOT Payment (as defined in the Company Lease Agreement) pursuant to the PILOT Agreement (as defined in the Company Lease Agreement) or (2) any earlier date the Company Lease Agreement would terminate pursuant to the terms thereof; and

WHEREAS, the Company and the Agency now desire to evidence the termination of the Company Lease Agreement;

NOW, THEREFORE, it is hereby agreed that the Company Lease Agreement has terminated as of the dated date hereof; provided, however, that, (i) as provided in the Company Lease Agreement, certain obligations of the Company shall survive the termination of the Company Lease Agreement, and the execution of this termination of company lease agreement by the Agency is not intended, and shall not be construed, as a waiver or alteration by the Agency or the Company of the provisions thereof that expressly survive such termination, and (ii) in the event the Company Lease Agreement is being terminated pursuant to Article X or XI of the Lease (as defined in the Company Lease Agreement), the Company shall pay to the Agency on the date hereof all fees and expenses of the Agency set forth in the Company Lease Agreement, in the Lease and in the other Transaction Documents (as defined in the Company Lease Agreement).

IN WITNESS WHEREOF, the Company and the Agency have signed this termination of company lease agreement and caused same to be dated as of the __ day of _____, ____.

[_____]

By: _____
Authorized Officer

COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Authorized Officer

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

On the ____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT D

RESERVED

EXHIBIT E
FORM OF SALES TAX AGENCY AGREEMENT

See Attached

SALES TAX AGENCY AGREEMENT

September 30, 2024

ConnectGen Chautauqua County LLC
1001 McKinney Street, Suite 700
Houston, TX 77002

Re: County of Chautauqua Industrial Development Agency
2024 ConnectGen Project

Ladies and Gentlemen:

The County of Chautauqua Industrial Development Agency (the “Agency”) and ConnectGen Chautauqua County LLC (the “Company”) agree as follows:

1. The Agency constitutes a corporate governmental agency and a public benefit corporation under the laws of the State of New York, and therefore, in the exercise of its governmental functions, including the acquisition of property, is exempt from the imposition of any New York State or Chautauqua County sales and use tax. As an exempt governmental entity, no exempt organization identification number has been issued to the Agency nor is one required.

2. Pursuant to a resolution adopted by the Agency on January 25, 2022 (the “Authorizing Resolution”) and an Agency Lease Agreement (Uniform Project Agreement), dated as of September 1, 2024 (as amended, modified, supplemented or restated, the “Agency Lease Agreement”), between the Agency and the Company, the Agency has authorized the Company to act as its agent to acquire, construct, install and equip a commercial facility in Chautauqua County, New York, consisting of: (1) the acquisition of an interest in the Company’s fee, leasehold, and easement interests in certain parcels of land located at and in the vicinity of the intersection of Route 3 (Miller Road) and Route 6 (NE Sherman Road) in the Town of Ripley, Chautauqua County, New York (collectively, as may be supplemented by the parties from time to time, the “Land”), (2) the construction, installation and equipping on or under the Land of: (i) a buried and overhead collection line system, (ii) a collection substation, (iii) a feeder line to carry electricity to the point of interconnection, (iv) an interconnection substation facility,

(v) operations and maintenance structure(s), and (vi) a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the "Improvements"), and (3) the acquisition of an interest in certain furniture, fixtures, machinery and equipment necessary for the completion thereof, including photovoltaic panels producing direct current ("DC") electricity with a planned total rated alternating current ("AC") output capacity of up to 270 megawatts ("MW") to be mounted on fixed-tilt or tracking panel racks, inverters to convert DC electricity to AC electricity, and related facilities (collectively, the "Equipment"), all of the foregoing for use by the Company as a solar-powered electric generating facility (collectively, the "Project Facility"). The Agency Lease Agreement provides that the Company shall have the right to delegate its sales tax exemption agency to any contractor or subcontractor performing work or making purchases in connection with the acquisition, construction, installation and equipping of the Project Facility (each an "Indirect Agent").

3. The Company agrees that each contract, agreement, lease, invoice, bill or purchase order entered into by the Company, acting as agent of the Agency, or any Indirect Agent, acting as an indirect agent of the Agency, in connection with the acquisition, construction, installation or equipping of the Project Facility shall include language in substantially the following form:

"This contract, agreement, lease, invoice, bill or purchase order is being entered into by, or is for the benefit of, ConnectGen Chautauqua County LLC (the "Company"), or its contractors and subcontractors ("Indirect Agents", and together with the Company, the "Agent"), as agent for and on behalf of the County of Chautauqua Industrial Development Agency (the "Agency"), in connection with a certain project (the "Project") of the Agency consisting of the acquisition, construction, installation and equipping of a solar-powered electric generating facility located at and in the vicinity of the intersection of Route 3 (Miller Road) and Route 6 (NE Sherman Road) in the Town of Ripley, Chautauqua County, New York (the "Project Facility") and the acquisition of certain capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings and other tangible personal property necessary for the completion of the Project. Rentals and the purchase of furnishings, trade fixtures, machinery, equipment, tools, materials, supplies, fuel (or other consumables), or other tangible personal property and the purchase of services reasonably related to (including services related to temporary facilities or construction equipment which are a necessary prerequisite to) the acquisition, construction, installation and equipping of the Project Facility which are the subject of this contract, agreement, lease, invoice, bill or purchase order shall be exempt from the sales and use taxes levied by the State of New York and the County of Chautauqua upon receipt by the vendor or lessor from the Agent of a New York State Form ST-123 or Form FT-123 (as the case may be) and a New York State Form ST-60 signed by the Agency showing appointment of the Agent or other similar proof of agency.

This contract, agreement, lease, invoice, bill or purchase order is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, agreement, lease, invoice, bill or purchase order, the vendor/contractor/supplier acknowledges and agrees to the terms and conditions set forth in this paragraph.”

4. The purchases of services and the purchase or lease of furnishings, trade fixtures, machinery, equipment, tools, materials, supplies, fuel (or other consumables), or other tangible personal property conveyed to the Agency or utilized by the Agency or by the Company, as agent of the Agency, or by any Indirect Agent, as an indirect agent of the Agency, in connection with the completion of the acquisition, construction, installation and equipping of the Project Facility (collectively, the “Property”) shall be exempt from sales and use taxes levied by the State of New York and the County of Chautauqua on the condition that each item of Property shall solely be for the use of the Company at and in the Project Facility, and for no other entity and at no other location, and shall be effected by and at the sole cost of the Company or any Indirect Agent, as applicable. The exemption provided pursuant to Section 4.1(E) and 8.11 of the Agency Lease Agreement shall not apply to operating expenses (including, without limitation, costs of utilities, cleaning services or supplies).

5. The Agency shall have no liability or performance obligations under any contract, agreement, lease, invoice, bill or purchase order entered into by the Company, as agent for the Agency, or any Indirect Agent, as an indirect agent for the Agency, pursuant to Sections 4.1(E) and 8.11 of the Agency Lease Agreement, and in the event liability should arise under any such contract, agreement, lease, invoice, bill, or purchase order, the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, lease, invoice, bill or purchase order in any manner and to any extent whatsoever, and the Company, or any Indirect Agent, as applicable, shall be the sole party liable thereunder.

6. By execution of its acceptance of the terms of this Agreement, the Company agrees to accept the terms hereof and represents and warrants to the Agency that the use of this Agreement by the Company is and will be strictly for the purposes above stated.

7. Until the earliest of (i) the second anniversary of the Completion Date (as defined in the Agency Lease Agreement) of the Project, (ii) the receipt by the Company of the Maximum Sales Tax Benefit (as defined in the Agency Lease Agreement), or (iii) the termination of the Agency Lease Agreement and/or revocation of the appointment of the Company as agent of the Agency (the earliest to occur of the foregoing, the “Termination Date”), all vendors, lessors, licensors, contractors and subcontractors are hereby authorized to rely on a Form ST-123 (as defined in Paragraph 11 hereof) or Form FT-123 (as defined in Paragraph 11 hereof), as applicable, prepared by the Company or Indirect Agent and issued to such vendor, lessor, licensor, contractor or subcontractor pursuant to Paragraph 11 hereof as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, construction, installation and equipping of the Project Facility (but not the operation thereof), to the extent effected by the Company, as agent for the Agency, or any Indirect Agent, as an indirect agent of the Agency, are exempt from all New York State and Chautauqua County sales and use taxes.

8. Any vendor, lessor, licensor, contractor or subcontractor that does not collect otherwise applicable sales or use tax in reliance upon this Agreement and the Form ST-123 or Form FT-123, as applicable, issued by the Company or any Indirect Agent to such vendor, lessor, licensor, contractor or subcontractor, shall be deemed to have acknowledged and agreed to the provisions of Paragraph 3 hereof regardless of whether or not the provisions thereof are inserted in the contract, agreement, lease, invoice, bill or purchase order entered into with the Company or any such Indirect Agent.

9. This Agreement and the Form ST-123 or Form FT-123, as applicable, issued by the Company or any Indirect Agent to a vendor, lessor, licensor, contractor or subcontractor are provided solely for the purposes described herein and therein. No other principal/agent relationship is intended or may be implied or inferred from this Agreement or the issuance of such Form ST-123 or Form FT-123.

10. The exemption from sales and use taxes provided under the Agency Lease Agreement is granted subject to the requirements of Section 875 of the General Municipal Law, which requirements are incorporated herein by reference, and the Company agrees to such requirements as a condition precedent to receiving the exemption from sales and use taxes.

11. The Company agrees to provide, and to cause all Indirect Agents to provide, a completed Form ST-123, *IDA Agent or Project Operator Exempt Purchase Certificate* (each, a "Form ST-123"), or Form FT-123, *IDA Agent or Project Operator Exempt Purchase Certificate for Fuel* (each, a "Form FT-123"), as applicable, to each vendor, lessor, licensor, contractor or subcontractor from which the Company or any Indirect Agent purchases and/or leases Property, or with which the Company or any Indirect Agent enters into an improvement or installation contract relating to the acquisition, construction, installation and equipping of the Project Facility. All vendors, lessors, licensors, contractors and subcontractors are authorized to rely on such completed Form ST-123 or Form FT-123, as applicable, as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, construction, installation and equipping of the Project Facility (but not the operation thereof), to the extent effected by the Company, as agent for the Agency, or any Indirect Agent, as an indirect agent for the Agency, are exempt from all New York State and Chautauqua County sales and use taxes.

The signature of a representative of the Company where indicated below will indicate that the Company has accepted the terms hereof.

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Richard E. Dixon
Title: Chief Financial Officer

ACCEPTED AND AGREED TO BY:

CONNECTGEN CHAUTAUQUA COUNTY LLC

By: _____
Name: Caton Fenz
Title: Chief Executive Officer

EXHIBIT F

TERMINATION OF AGENCY LEASE AGREEMENT

WHEREAS, CONNECTGEN CHAUTAUQUA COUNTY LLC (the “Company”), as subtenant, and the County of Chautauqua Industrial Development Agency (the “Agency”), as sublandlord, entered into an agency lease agreement (uniform project agreement) dated as of September 1, 2024 (the “Agency Lease Agreement”) pursuant to which, among other things, the Agency subleased the Project Facility (as defined in the Agency Lease Agreement) to the Company; and

WHEREAS, pursuant to the Agency Lease Agreement, the Company and the Agency agreed that the Agency Lease Agreement would terminate on the earlier to occur of (1) December 31 of the calendar year in which the last PILOT Payment (as defined in the Agency Lease Agreement) pursuant to the PILOT Agreement (as defined in the Agency Lease Agreement) is due, or (2) the date the Agency Lease Agreement would terminate pursuant to Article X or Article XI of the Agency Lease Agreement; and

WHEREAS, the Company and the Agency now desire to evidence the termination of the Agency Lease Agreement;

NOW, THEREFORE, it is hereby agreed that the Agency Lease Agreement has terminated as of the dated date hereof; provided, however, that, as provided in Section 12.7 of the Agency Lease Agreement, certain obligations of the Company shall survive the termination of the Agency Lease Agreement, and the execution of this termination of agency lease agreement by the Agency is not intended, and shall not be construed, as a waiver or alteration by the Agency or the Company of the provisions of Sections 11.4 and 12.7 of the Agency Lease Agreement.

IN WITNESS WHEREOF, the Company and the Agency have signed this termination of agency lease agreement and caused same to be dated as of the __ day of _____, ____.

[_____]

By: _____
Authorized Officer

COUNTY OF CHAUTAUQUA
INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Authorized Officer

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT G
FORMS OF ANNUAL
EMPLOYMENT REPORT

EMPLOYMENT PLAN STATUS REPORT

COMPANY NAME: _____

ADDRESS: _____

TYPE OF BUSINESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

			Number Filled	
Occupation	Number of New Jobs	Number Listed ¹	Community Services Division Applicants	Job Training Partnership Act eligible persons

Form of then current Annual Monitoring Questionnaire to be attached
--

^{1/} With local Jobs Service Division and local service delivery office created pursuant to the Job Training Partnership Act.

EXHIBIT H
COPY OF PILOT AGREEMENT

See Attached

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this “Agreement”) is made as of September 1, 2024 by and between **CONNECTGEN CHAUTAUQUA COUNTY 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 1001 McKinney Street, Suite 700, Houston, TX 77002 (the “Company”), and the **COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY**, a corporate government 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.

WITNESSETH:

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 the Company’s fee, leasehold, and easement interests in certain parcels of land located at and in the vicinity of the intersection of Route 3 (Miller Road) and Route 6 (NE Sherman Road) in the Town of Ripley, Chautauqua County, New York (collectively, as may be supplemented by the parties from time to time, the “Land”), (2) the construction, installation and equipping on or under the Land of: (i) a buried and overhead collection line system, (ii) a collection substation, (iii) a feeder line to carry electricity to the point of interconnection, (iv) an interconnection substation facility, (v) operations and maintenance structure(s), and (vi) a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the “Improvements”), and (3) the acquisition of an interest in certain furniture, fixtures, machinery and equipment

necessary for the completion thereof, including photovoltaic panels producing direct current (“DC”) electricity with a planned total rated alternating current (“AC”) output capacity of up to 270 megawatts (“MW”) to be mounted on fixed-tilt or tracking panel racks, inverters to convert DC electricity to AC electricity, and related facilities (collectively, the “Equipment”), all of the foregoing for use by the Company as a solar-powered electric generating facility (collectively, the “Project 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, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes) (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Company or such other entity(ies) as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Company will lease the Project Facility to the Agency pursuant to a Company Lease Agreement dated as of the date hereof entered into between the Company, as lessor, and the Agency, as the lessee (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 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 sublessor, and the Company, as 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 (except for special district taxes and 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 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 Administrative Director/CEO 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 January 7, 2022 to the chief executive officer of each Affected Tax Jurisdiction (as hereinafter defined); (B) the members of the Agency held the IDA Meeting on January 25, 2022, (C) the members of the Agency reviewed any comments or correspondence received from the Affected Tax Jurisdictions 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 January 25, 2022 approving such proposed deviation (the “Deviation Resolution”);

WHEREAS, by resolution adopted by the Members of the Agency on January 25, 2022 (the “Authorizing Resolution”), the Agency determined to proceed with the Project, to grant the

Financial Assistance 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 Ripley (the “Assessor”) and the Chautauqua County Real Property Tax Director, as applicable, create new tax parcels, the “Solar Parcels”, specific to the Project Facility, and that only the Project Facility, and not the land, farm structures, residences, or other improvements owned by the underlying landowners of the existing tax parcels (including any parcels owned by the Company), shall be assigned to the Solar Parcels. The Solar Parcels 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 submit to be filed, an application for tax exemption pursuant to Section 412-a of the Real Property Tax Law with respect to the Project Facility within thirty (30) days following the 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 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 Ripley (the “Town”), the Sherman Central School District (the “Sherman CSD”), and the Ripley Central School District (the “Ripley CSD”, and together with the Sherman CSD, the “School Districts”) (such affected tax jurisdictions, and any successors thereto, being hereinafter referred to, collectively, as the “Affected Tax Jurisdictions” and, individually, as an “Affected Tax Jurisdiction”). The Project Facility 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 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 Jurisdiction.

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 Project Facility 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): (i) in the total amount set forth in Section 2(b)(1) and Section 2(b)(2) hereof (“PILOT Payments”), (ii) in the shares of each such PILOT Payment allocated to the respective Affected Tax Jurisdictions pursuant to Section 2(d)(3) hereof (“PILOT Shares”), and (iii) on or before the due dates set forth in Section 2(e)(1) hereof.

(1) Construction Period: In each tax year during the PILOT Term occurring prior to the first tax year after the first 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 a copy of such notice to the Agency. 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 first tax year after the first 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) \$2,750 per MW of Installed Capacity (the “Payment Rate”), which rate shall be increased by two percent (2%) annually, commencing with the second annual 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. A form of the Installed Capacity Certification is attached hereto as Exhibit A. Any change in the Installed Capacity as a result of the removal or addition of solar panels after

the filing of the initial Installed Capacity Certification shall result in an adjustment of the PILOT Payment commencing with the following tax year.

The following schedule is the PILOT Payment Rate that would apply during the PILOT Term.

<u>PILOT Payment Year</u>	<u>Payment Rate (per MW)</u>
1	\$2,750
2	\$2,805
3	\$2,861
4	\$2,918
5	\$2,977
6	\$3,036
7	\$3,097
8	\$3,159
9	\$3,222
10	\$3,287
11	\$3,352
12	\$3,419
13	\$3,488
14	\$3,557
15	\$3,629
16	\$3,701
17	\$3,775
18	\$3,851
19	\$3,928
20	\$4,006
21	\$4,086
22	\$4,168
23	\$4,251
24	\$4,336
25	\$4,423
26	\$4,512
27	\$4,602
28	\$4,694
29	\$4,788
30	\$4,884

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 provided, however, that the exemption

granted by the Agency shall extend to and cover tax map parcel number 290.00-1-20 formerly owned by the Agency.

(3) The Company acknowledges that no exemption is granted by the Agency with respect to, and the Company shall continue to pay, special ad valorem levies or special assessments assessed from time to time on the Project Facility.

(c) Maximum Payment. Notwithstanding anything to the contrary herein, the PILOT Share for an Affected Tax Jurisdiction shall not exceed the amount of general ad valorem real property taxes the Company would pay to such Affected Tax Jurisdiction for any tax year with respect to the Project Facility if the Agency did not have a leasehold interest in the Project Facility. Hence, for any tax year, if the general ad valorem real property taxes (calculated as if the Company were the record owner of the Project Facility and the Agency held no interest therein, and the Project Facility was assessed at full value for purposes of taxation) otherwise due an Affected Tax Jurisdiction decreases, due to a reduction in tax rates, a reduction in full value assessment or any other reason, below the PILOT Share due such Affected Tax Jurisdiction for such tax year, then the PILOT Share due such Affected Tax Jurisdiction shall be decreased in the following tax years to equal the real property tax that would otherwise be due. If, however, the PILOT Share for an Affected Tax Jurisdiction has been so reduced for a tax year, and the real property taxes that would otherwise be due such Affected Tax Jurisdiction subsequently increase in a future tax year, the payment for such Affected Tax Jurisdiction for such future tax year shall increase to the amount that would otherwise be due, but not to an amount in excess of the scheduled PILOT Share for such Affected Tax Jurisdiction for that tax year.

(d) Invoices; Payee; PILOT Payment Split.

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

(2) All PILOT Shares shall be paid by the Company directly to 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 Shares in trust for each of the Affected Tax Jurisdictions, respectively, and the Agency shall forward each PILOT Share received to its respective Affected Tax Jurisdiction within thirty (30) days after receipt thereof.

(3) PILOT Shares shall be determined by allocating PILOT Payments 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 of the Affected Tax Jurisdictions had the Project Facility not been tax exempt due to the status of the Agency, as of the Closing Date. Accordingly, the PILOT Payments shall be allocated to each group of Affected Tax Jurisdictions based on the Installed Capacity of the portion of the Project Facility located in such group relative to the total Installed Capacity of the Project Facility, established by the Installed Capacity amounts set forth on the last Installed Capacity Certification filed by the Company

hereunder, and allocated to the Affected Tax Jurisdictions within each such group based on the relative shares of real property tax rates.

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.

(1) PILOT Shares for the Affected Tax Jurisdictions shall be due when real property taxes would otherwise be due to such Affected Tax Jurisdictions. Accordingly, PILOT Shares for the School Districts shall be first due on September 30 following the first taxable status date occurring after the Commercial Operation Date, and PILOT Shares for the Town and the County shall be first due on January 30 of the following calendar year. For the second and all other PILOT Shares during the PILOT Term, PILOT Shares for the School Districts shall be due on September 30 and PILOT Shares for the Town and the County shall be due on the following January 30.

(2) If any PILOT Payment is not paid on or before its respective 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 Jurisdictions 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 Jurisdictions 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.

(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 otherwise 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 Project Facility.

(g) Sale; Company Obligation. In the event that the Agency terminates its interest in the Project Facility, the Company's obligation to make PILOT Payments shall be prorated to the date of such termination and thereupon all obligations of the Company to make PILOT Payments

shall cease, but the Agency shall take such steps 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) Reserved.

(i) PILOT Payments after PILOT Term. From and after the expiration or termination 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 Project Facility has 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 Project Facility as if the Project Facility were owned by the Company and the Agency were not otherwise involved in the Project.

(j) Credit for Taxes Paid.

(1) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to pay PILOT Shares provided in Section 2(b)(2) of this 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 Agency Lease. It is understood and agreed, however, that, should the Company pay in any tax year to any Affected Tax Jurisdiction any amounts in the nature of general real property taxes 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 next annual PILOT Shares under this Agreement for such Affected Tax Jurisdiction(s) hereunder shall be reduced by the amounts which the Company shall have so paid to such Affected Tax Jurisdiction(s) in such tax year. To the extent the amounts in the nature of general real property taxes, paid by the Company to any Affected Tax Jurisdiction(s) are greater than the next annual PILOT Shares under this Agreement for such Affected Tax Jurisdiction(s), the amount of the credit insufficiency shall be carried forward and applied to the next annual and future PILOT Shares for such Affected Tax Jurisdiction(s).

(2) Method of Claiming Credits. If the Company desires to claim a credit against any particular PILOT Share hereunder, the Company shall give the Agency prior written notice of its intention to claim any credit pursuant to the provisions of this Section, said notice to be given by the Company at least thirty (30) days prior to the date on which such PILOT Share(s) are due.

Section 3. 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 Payment hereunder is 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 4. Events of Default.

(a) The following shall constitute “Events of Default” under this Agreement:

(1) failure by the Company to make any payment specified herein and the continuance of such failure for a period of thirty (30) business days following written notice from the Agency;

(2) 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

(3) default in the terms of any Transaction Document beyond any applicable grace period.

(b) Upon the occurrence and continuance of an Event of Default hereunder, the Agency shall be entitled to sue to enforce any provision of this 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 attorneys’ 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 Project Facility does 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 Project Facility 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.

(c) 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.

(d) 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 in the County of Chautauqua, 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.

(e) 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 such check or payment 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.

(f) In no event shall the Agency be liable to any of the Affected Tax Jurisdictions 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.

(g) 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 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 or Tax Equity Financing Party, any such Lender or Tax Equity Financing Party 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 5. 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 6. 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

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

To the Company: ConnectGen Chautauqua County LLC
1001 McKinney Street, Suite 700
Houston, TX 77002
Attention: General Counsel

With a copy to: Barclay Damon LLP
125 East Jefferson Street
Syracuse, NY 13202
Attention: Matthew S. Moses, Esq.

(b) 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.

(c) A copy of all notices to the Company hereunder shall also be served on any Lender identified pursuant to Section 5 hereof, and no such notice or other communication to the Company shall be deemed received unless a copy is so served upon any such Lender in the manner provided herein for the giving of notice.

Section 7. 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 8. 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 9. Amendments. This Agreement may not be modified, amended, supplemented, or changed without the written consent of the Agency and the Company.

Section 10. 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 11. 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 12. Delivery of Agreement. The Agency agrees to use its best efforts to deliver to each Affected Tax Jurisdiction a copy of this Agreement within fifteen (15) days after its execution by the Agency.

Section 13. 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 14. 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.

[Remainder of This Page Intentionally Left Blank]

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: 
Richard E. Dixon
Chief Financial Officer

CONNECTGEN CHAUTAUQUA COUNTY LLC

By: _____
Caton Fenz
Chief Executive Officer

[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: _____
Richard E. Dixon
Chief Financial Officer


CONNECTGEN CHAUTAUQUA COUNTY LLC

By:  _____
Caton Fenz
Chief Executive Officer

[Signature Page to PILOT Agreement]

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

On the 23rd day of September, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Richard E. Dixon, 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.



Notary Public

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

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of September, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Caton Fenz, 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.

Notary Public

[Acknowledgment Page to PILOT Agreement]

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

On the ____ day of September, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Richard E. Dixon, 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.

Notary Public

STATE OF Texas)
) ss.:
COUNTY OF Harris)

On the 25th day of September, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Caton Fenz, 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.



Melia L. Durham
Notary Public

[Acknowledgment Page to PILOT Agreement]

EXHIBIT A

Form of Installed Capacity Certification

[Date]

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

Re: County of Chautauqua Industrial Development Agency / South Ripley Solar Project
Installed Capacity Certification.

ConnectGen Chautauqua County LLC hereby certifies that as of the date above, the South Ripley solar-powered electric generating facility (the "Project") has an installed nameplate AC output capacity ("Installed Capacity"), measured in megawatts ("MW"), being the total installed capacity in the Tax Jurisdiction groups as follows:

Tax Jurisdiction Group	Installed Capacity (MW)
Town of Ripley/Sherman CSD/Chautauqua County	[]
Town of Ripley/Ripley CSD/Chautauqua County	[]
Combined	[]

ConnectGen Chautauqua County LLC

By: _____
Name:
Title:

EXHIBIT I
RESERVED

EXHIBIT J

FORM OF LEASE SUPPLEMENT

THIS FIRST LEASE SUPPLEMENT (the “Lease Supplement”) dated as of _____, _____, by and between 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, having an office at 201 West Third Street, Suite 115, Jamestown, NY 14701 (the “Agency”), and CONNECTGEN CHAUTAUQUA COUNTY 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 1001 McKinney Street, Suite 700, Houston, TX 77002 (the “Company”).

WITNESSETH:

WHEREAS, the Company, as tenant, and the Agency, as landlord, entered into an Agency Lease Agreement (Uniform Project Agreement), dated as of September 1, 2024 (the “Lease”), pursuant to which, among other things, the Agency leased the Project Facility (as defined in the Lease) to the Company; and

WHEREAS, the Lease provides for the execution and delivery by the Company and the Agency of a Lease Supplement, substantially in the form hereof, for the purpose of describing the supplemental interests leased from the Agency to the Company pursuant to and in accordance with the terms of the Lease (“Supplemental Interests”); and

WHEREAS, the Company and the Agency have entered into a Company Lease Supplement with respect to the Supplemental Interests and now desire to enter into this Lease Supplement;

NOW, THEREFORE, in consideration of the promises and other good and sufficient consideration, the Company and the Agency hereby agree as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Lease.

2. Pursuant to Section 5.1(B) of the Lease, the Agency hereby leases to the Company, and the Company hereby rents and leases from the Agency, the Agency’s interest in the parcels of real property described in Exhibit 1 attached hereto, together with any and all Project-related improvements now or hereafter located thereon or therein for the term of the Lease. Exhibit of the Lease is hereby amended by adding such parcel thereto.

3. The Agency shall file with the assessor for 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 relating to the

Supplemental Interests, together with any and all Project-related improvements now or hereafter located thereon or therein, conveyed pursuant to this Lease Supplement.

4. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect and are incorporated herein by reference with the same force and effect as if fully set forth herein. The Land shall include the Supplemental Interests for all purposes under the Lease.

5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

6. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

7. This Lease Supplement, or a memorandum thereof, shall be recorded by the Agency in the Office of the Clerk of the County of Chautauqua, New York, or in such other office as may at the time be provided by law as the proper place for the recordation thereof.

IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

**COUNTY OF CHAUTAUQUA
INDUSTRIAL DEVELOPMENT AGENCY**

By: _____
Name: Richard E. Dixon
Title: Chief Financial Officer

**CONNECTGEN CHAUTAUQUA COUNTY
LLC**

By: _____
Name:
Title:

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

On the ____ day of _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared Richard E. Dixon, 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.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared _____, 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.

Notary Public

EXHIBIT K

CERTIFICATION UNDER SECTION 224-a(8)(a)
OF THE NEW YORK STATE LABOR LAW

I, _____, as [_____] of CONNECTGEN CHAUTAUQUA COUNTY 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 BEEN DULY SWORN, DO DEPOSE AND SAY, UNDER PENALTY OF PERJURY, as follows:

1. The Company is the owner or developer of a project (the "Project") consisting of: (1) the acquisition of an interest in the Company's fee, leasehold, and easement interests in certain parcels of land located at and in the vicinity of the intersection of Route 3 (Miller Road) and Route 6 (NE Sherman Road) in the Town of Ripley, Chautauqua County, New York (collectively, as may be supplemented from time to time, the "Land"), (2) the construction, installation and equipping on or under the Land of: (i) a buried and overhead collection line system, (ii) a collection substation, (iii) a feeder line to carry electricity to the point of interconnection, (iv) an interconnection substation facility, (v) operations and maintenance structure(s), and (vi) a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the "Improvements"), and (3) the acquisition of an interest in certain furniture, fixtures, machinery and equipment necessary for the completion thereof, including photovoltaic panels producing direct current ("DC") electricity with a planned total rated alternating current ("AC") output capacity of up to 270 megawatts ("MW") to be mounted on fixed-tilt or tracking panel racks, inverters to convert DC electricity to AC electricity, and related facilities (collectively, the "Equipment"), all of the foregoing for use by the Company as a solar-powered electric generating facility.
2. The Project [is][is not] a "covered project" within the meaning of Section 224-a of the New York State Labor Law and, therefore, [is][is not] subject to the provisions of Section 224-a of the New York State Labor Law.

Dated: _____, 20__ [must be within 5 days of commencement of construction work]

[Name]

[Title]

Sworn to before me this ____ day of _____, 20__.

Notary Public

EXHIBIT L

STATEMENT OF DETERMINATION UNDER
SECTION 224-a(8)(d) OF THE NEW YORK STATE LABOR LAW

I, _____, as [_____] of the County of Chautauqua Industrial Development Agency (the “Agency”), DO HEREBY STATE, as follows:

1. The Agency is an industrial development agency duly established under Title One of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 71 of the Laws of 1972 of the State of New York (collectively, the “Act”) and is a corporate governmental agency constituting a public benefit corporation of the State of New York.

2. In accordance with the Act, the Agency intends to undertake a project (the “Project”) on behalf of CONNECTGEN CHAUTAUQUA COUNTY LLC (the “Company”) consisting of the following: (1) the acquisition of an interest in the Company’s fee, leasehold, and easement interests in certain parcels of land located at and in the vicinity of the intersection of Route 3 (Miller Road) and Route 6 (NE Sherman Road) in the Town of Ripley, Chautauqua County, New York (collectively, as may be supplemented from time to time, the “Land”), (2) the construction, installation and equipping on or under the Land of: (i) a buried and overhead collection line system, (ii) a collection substation, (iii) a feeder line to carry electricity to the point of interconnection, (iv) an interconnection substation facility, (v) operations and maintenance structure(s), and (vi) a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the “Improvements”), and (3) the acquisition of an interest in certain furniture, fixtures, machinery and equipment necessary for the completion thereof, including photovoltaic panels producing direct current (“DC”) electricity with a planned total rated alternating current (“AC”) output capacity of up to 270 megawatts (“MW”) to be mounted on fixed-tilt or tracking panel racks, inverters to convert DC electricity to AC electricity, and related facilities (collectively, the “Equipment”), all of the foregoing for use by the Company as a solar-powered electric generating facility. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agency Lease Agreement (Uniform Project Agreement) dated as of September 1, 2024 between the Agency and the Company (the “Lease”).

3. Pursuant to the requirements of Section 224-a(8)(d) of the New York State Labor Law, the Agency hereby identifies the nature and dollar value of the following “public funds” being provided by the Agency to the Company with respect to the Project (collectively, the “Public Funds”):

- a. Savings from mortgage recording tax exemptions in the maximum amount of \$ _____;
- b. Savings from sales and use tax exemptions in the maximum amount of \$ _____;

- c. Interest rate savings on tax-exempt and/or taxable obligations issued by the Agency with respect to the Project, which the Agency estimates to have a dollar value of \$0; and
 - d. Savings from payments in lieu of real property taxes, which the Agency estimates to have a dollar value of \$_____.
4. The following portions of the Public Funds are excluded under Section 224-a(3) of the New York State Labor Law for purposes of calculating the portion of “construction work done under contract which is paid for in whole or in part out of the public funds” (as such quoted term is used in Section 224-a(1) of the New York State Labor Law): _____.

5. THIS STATEMENT OF DETERMINATION IS BEING DELIVERED TO THE COMPANY PURSUANT TO SECTION 224-a(8)(d) OF THE NEW YORK STATE LABOR LAW AND THE COMPANY IS HEREBY NOTIFIED OF ITS OBLIGATIONS UNDER SECTION 224-a(8)(a) OF THE NEW YORK LABOR LAW.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20[____].

[Name]
[Title]

EXHIBIT M

FORM OF PERFORMANCE REPORT

[Date]

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

Re: County of Chautauqua Industrial Development Agency / South Ripley Solar Project
Performance Report.

Pursuant to Section 4.2(C) of the Agency Lease Agreement dated as of September 1, 2024 (“Agency Lease”) by and between ConnectGen Chautauqua County LLC (the “Company”) and the County of Chautauqua Industrial Development Agency (the “Agency”), the Company hereby reports that as of the first anniversary of the Completion Date (as defined in the Agency Lease), the solar arrays comprising the Project Facility (as defined in the Agency Lease) have a combined alternating current installed capacity of ___ MW and [are / are not] operating and performing as was anticipated at the time of the Company’s submission of its application for financial assistance to the Agency.

ConnectGen Chautauqua County LLC

By: _____
Name:
Title: