

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.

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

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
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

STATE OF)
) ss.:
COUNTY OF)

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

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]

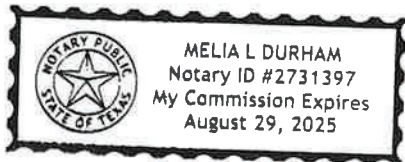
STATE OF NEW YORK)
) ss.:
COUNTY OF CHAUTAUQUA)

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:

Tab 6