ASSIGNMENT AND CONSENT AGREEMENT

THIS ASSIGNMENT AND CONSENT AGREEMENT (hereinafter this "Agreement"), dated as of December 6, 2021, by and between **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 (the "Agency"), **OYA BLANCHARD ROAD 2 LLC,** a limited liability company organized and duly existing under the laws of the State of Delaware and authorized to conduct business in the State of New York, with offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company"), **DG NEW YORK CS, LLC,** a limited liability company organized and duly existing under the laws of the State of Delaware and authorized to conduct business in the State of New York, with offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Assignor") and **DG EMPIRE SUN, LLC**, a limited liability company organized and duly existing under the laws of the State of Delaware and authorized to conduct business in the State of New York, with offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Assignee")

W I T N E S S E T H :

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 369 of the Laws of 1971 of the State of New York, (the "Act"), the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") was created with the authority and power to promote, develop, encourage and assist in acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, commercial, research, and recreational facilities as authorized by the Act, and in connection therewith to issue its revenue bonds, and/or enter into straight lease transactions and provide other forms of financial assistance; and

WHEREAS, pursuant to a certain Project Authorizing Resolution adopted by the Agency on January 9, 2020 (the "Project Authorizing Resolution"), the Agency appointed **OYA BLANCHARD ROAD 2 LLC** (the "Company") as its agent to undertake a certain project (the "Project") consisting of: (A)(i) the acquisition of an interest in vacant land located at 14829 Blanchard Rd., Town of Orleans, New York (the *"Land");* (ii) the construction of solar modules, racking to mount the solar modules, inverters and transformers and assorted electrical components and wiring, all located on the Land (collectively, the *"Facility");* (iii) the acquisition and installation in and at the Land and Facility of fixtures and equipment (the *"Equipment"* and together with the Land and the Facility, the *"Project Facility");* (B) the granting of certain financial assistance in the form of potential exemptions from real property taxes and mortgage recording taxes (except as limited by Section 874 of the General Municipal Law) (collectively the *"Financial Assistance");* (C) the appointment of the Company or its designee as an agent of the Agency in connection with the construction, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in furtherance of the Project, and in accordance with the Project Authorizing Resolution, the Agency and the Company entered into a Straight Lease Transaction, as defined pursuant to the Act, as of February 1, 2020, which included the following documents and agreements: (i) that certain Project Agreement (the "Project Agreement"), (ii) that certain Company Lease Agreement, a memorandum of which was recorded in the Office of the Jefferson County Clerk on February 20, 2020, as Instrument Number 2020-00002261 (the "Company Lease Agreement"), (iii) that certain Agency Lease Agreement, a memorandum of which was recorded in the Office of the Jefferson County Clerk on February 20, 2020, as Instrument Number 2020-00002262 (the "Agency Lease Agreement"), (iv) that certain Payment-in-Lieu-of-Tax Agreement (the "PILOT Agreement"), (v) that certain Environmental Compliance and Indemnification Agreement (the "Environmental Compliance Agreement"); and (vii) related documents (collectively, the "Project Documents"); and

WHEREAS, the Project Documents contain a term of 15 years expiring as of December 31, 2035, and at the time of closing of the Straight Lease Transaction, the Company was wholly owned by DG New York CS, LLC (the "Company Parent"); and

WHEREAS, the Project Documents and Straight Lease Transaction included leasehold interests in approximately 66.21 acres of real property comprising the Land (situated on Tax Parcel Number 13.00-2-47.1-802) to support a 5.0MWac community solar electrical generation system comprising the Project Facility, such Land being leased by the Company from the landowners pursuant to a certain Ground Lease (the "Ground Lease"); and

WHEREAS, the Company has advised the Agency that its parent entities are undertaking a certain restructuring (the "Restructuring") whereby, concurrently with the execution and delivery of this Agreement on the date hereof, (i) the Company Parent will transfer its ownership interests in the Company to DG 1 Acquisition Co., LLC, (ii) DG 1 Acquisition Co., LLC will immediately contribute all Company ownership interests to DG New York CS II, LLC (by and through DG Portfolio 2021, LLC and DG Portfolio 2021 Holdings, LLC), and (iii) DG New York CS II, LLC will immediately contribute the Company ownership interests to OYA Blanchard Road LLC, such entity having been renamed DG Empire Sun, LLC (collectively herein, the "Transfer"); and

WHEREAS, the Transfer will result in the Assignee owning 100% of the membership interests in the Company; and

WHEREAS, in connection with the Restructuring, the Assignee and Company, among others, will become parties to a secured financing (the "Financing"), with certain defined lenders and KeyBank National Association, as Collateral Agent for the benefit of such secured lenders (the "Collateral Agent") for which involves the proposed collateral assignment of the Project Facility, and other related facilities, as security for the Financing pursuant to a certain Security Agreement entered into by the Company in favor of the Collateral Agent (the "Security Agreement"); and

WHEREAS, the Transfer requires Agency written consent pursuant to Section 9.2 of the Agency Lease Agreement; and

WHEREAS, the Financing requires Agency written consent to permit the Security Agreement to become a "Permitted Encumbrance", as defined within the Agency Lease Agreement, and the Company and Collateral Agent have further requested the Agency's approval for a present assignment of the Project Documents as additional security in connection with the undertaking of the Financing (the "Collateral Assignment"); and

WHEREAS, by resolution adopted December 2, 2021 (the "Supplemental Resolution"), the Agency authorized (i) the Restructuring, (ii) the Transfer, (iii) the Security Agreement to become a Permitted Encumbrance on the Facility pursuant the Agency Lease Agreement; and (iv) the conditioned Collateral Assignment of the Project Documents in favor of the Collateral Agent, all pursuant to the terms and conditions of the Supplemental Resolution and this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby formally covenant, agree and bind themselves as follows.

ARTICLE I
REPRESENTATIONS AND COVENANTS

Section 1.1. Representations and Covenants of the Agency.

The Agency makes the following representations 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 the transaction contemplated by this Leaseback Agreement and to carry out its obligations hereunder. Based upon the representations of the Company as to the utilization of the Facility, the Agency has the authority to take the actions contemplated herein under the Act.

(b) Pursuant to the Supplemental Resolution, the Agency duly authorized (i) the Restructuring, Transfer, and Collateral Assignment, and (ii) the execution and delivery of this Agreement.

(c) The Project Documents remain in full force and effect as of the date hereof and to the Agency's knowledge, and based upon the representations and covenants of the Company contained herein, no events of default have occurred or are occurring as of the date hereof.

(d) The Agency has been induced to enter into this Agreement by the Company's ratification of its commitment and obligations within the Project Documents to acquire, construct, equip, repair and maintain the Facility in Jefferson County, New York.

Section 1.2. Representations and Covenants of the Company and Assignee.

The Company and Assignee make for themselves the following representations and covenants for reliance by the Agency and as the basis for the undertakings on their respective parts herein contained:

(a) The Company is a Delaware limited liability company, duly organized, validly existing under the laws of the State of Delaware and registered and in good standing under the laws of the State of New York. The Assignee is a Delaware limited liability company, duly organized, validly existing under the laws of the State of Delaware and registered and in good standing under the laws of the State of New York.

(b) The Transfer is occurring and will be effective on the date hereof, concurrently with the execution and delivery of this Agreement. Notwithstanding the foregoing, neither the execution and delivery of this Agreement, the consummation of the transactions contemplated within the Project Documents nor the fulfillment of or compliance with the provisions therein will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Company shall operate the Facility in accordance with the Leaseback Agreement and as a qualified "Project" under the Act.

(d) The Project Documents remain in full force and effect as of the date hereof and the Company and Assignee hereby represent and covenant for the benefit of the Agency that no events of default have occurred or are occurring under the Project Documents as of the date hereof.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under the Project Documents.

(f) The Company and Assignee hereby ratify, affirm, certify and confirm all representations and covenants of the Company contained within the Application and Project Documents, including all material representations and certifications contained therein.

ARTICLE II
CONSENT TO ASSIGNMENT; CONDITIONS

Section 2.1. Agency Consents; Conditions. In accordance with the terms and conditions contained within the Supplemental Resolution, the Agency hereby memorializes its consent to (i) the Restructuring, (ii) the Transfer, (iii) the Security Agreement to become a Permitted Encumbrance on the Facility pursuant the Agency Lease Agreement; and (iv) the conditioned Collateral Assignment of the Project Documents in favor of the Collateral Agent (subject to the terms and conditions of this Agreement). The foregoing consents and approvals are given subject to (i) the execution and delivery of this Agreement by the Company, Assignor and Assignee, (ii) delivery of a General Certificate of the Company by and through the Assignee as of the date hereof,

and (iv) payment by the Company of all costs and fees of the Agency in connection with review, consideration and authorization of the Assignment.

Section 2.2 Conditioned Collateral Assignment of the Project Documents in favor of the Collateral Agent.

The conditioned Collateral Assignment of the Project Documents to the Collateral Agent for certain defined lenders (including their successors and assigns), is made subject to the Agency's reservation of the Unassigned Rights (as defined within the Agency Lease Agreement). The foregoing present approval of the Collateral Assignment is further conditioned upon the following:

(i) The Collateral Agent's exercise of rights to assume the interests of the Company under the Project Documents pursuant to the Collateral Assignment shall be limited to the enforcement of remedies in connection with an uncured event of default pursuant to the Security Agreement; and

(ii) Upon commencement of the exercise of any remedies provided to the Collateral Agent Lender pursuant to the terms of the Security Agreement, the Collateral Agent shall provide the Agency with a minimum of sixty (60) days' written notice of such commencement. Upon timely delivery and receipt by the Agency of such notice from the Collateral Agent that it intends to assume the Company's obligations under the Project Documents, then subject to then-applicable laws, and notwithstanding the provisions contained within Section 9.1 of the Agency Lease Agreement, and in the absence of any events of default under the Agency Lease Agreement, the Agency will consent (without condition, other than the Agency's continued reservation of the Unassigned Rights, as defined within the Agency Lease Agreement) to the assignment and assumption of the rights, interests, covenants and obligations of the Company under the Project Documents, to the Collateral Agent, its designee or nominee, or Collateral Agent's successors and/or assigns and their designees or nominees, or any successful bidder at the time of settlement upon foreclosure or conveyance-in-lieu of foreclosure of the Project Facility. For clarification purposes, the foregoing sentence shall only apply to the then-current holder of the Security Instrument and only to such holder's designee or nominee. Such consent shall be evidenced by an assignment and assumption agreement, whereby the successor entity shall covenant to keep, observe and perform, from and after the date of the assignment and assumption, all of the covenants, agreements, provisions and obligations of the Company pursuant to the Project Documents (collectively, the "Assignment and Assumption Agreement"). Such Assignment and Assumption Agreement shall be in a form approved by the Agency and the Collateral Agent shall pay or cause the Company to pay all costs and expenses of the Agency in reviewing, approving and executing same. At the time of execution and delivery of any Agency-approved Assignment and Assumption Agreement, the successor entity shall also deliver a General Certificate in the form provided by the Company in connection with this Agreement. Any subsequent assignment of the Project

Documents following such foreclosure or acceptance of a deed in lieu of foreclosure shall be subject to the consent of Agency pursuant to the terms of the Agency Lease Agreement.

ARTICLE III
GENERAL PROVISIONS

Section 3.1. Notices.

Notwithstanding any provisions contained within the Project Documents, all notices, certificates and other communications hereunder and thereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: Jefferson County Industrial Development Agency
800 Starbuck Avenue, Suite 800
Watertown, New York 13601
Attn: Chief Executive Officer

And to: Harris Beach PLLC
677 Broadway, Suite 101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

To the Company: DG EMPIRE SUN, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: Business Manager, Distributed Generation

With a Copy to: NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: General Counsel

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 3.2. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Agency, the Company and their respective successors and assigns.

Section 3.3. 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 3.4. Amendments, Changes and Modifications.

Neither this Agreement, nor any of the Project Documents may be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

Section 3.5. Execution of Counterparts.

This Agreement 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 3.6. Applicable Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York for contracts to be wholly performed therein.

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[Signature Page to Agreement]

IN WITNESS WHEREOF, the Agency, Company, Assignor, and Assignee have caused this Agreement to be executed in their respective names, all as of the date first above written.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: [redacted]
Name: David J. Zembiec
Title: Chief Executive Officer

OYA BLANCHARD ROAD 2 LLC, as Company

By: _____
Name: Matthew G. Ulman
Title: Vice President

DG NEW YORK CS, LLC, as Assignor

By: _____
Name: Matthew G. Ulman
Title: Vice President

DG EMPIRE SUN, LLC, as Assignee

By: _____
Name: Matthew G. Ulman
Title: Vice President

[Signature Page to Agreement]

IN WITNESS WHEREOF, the Agency, Company, Assignor, and Assignee have caused this Agreement to be executed in their respective names, all as of the date first above written.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: David J. Zembiec
Title: Chief Executive Officer

OYA BLANCHARD ROAD 2 LLC, as Company

By: [redacted]
Name: Matthew G. Ulman
Title: Vice President

DG NEW YORK CS, LLC, as Assignor

By: [redacted]
Name: Matthew G. Ulman
Title: Vice President

DG EMPIRE SUN, LLC, as Assignee

By: [redacted]
Name: Matthew G. Ulman
Title: Vice President

[Acknowledgment Page to Assignment Agreement]

State of New York)
County of Jefferson) *ss.:*

On the 3rd day of December, 2021, before me, the undersigned, personally appeared DAVID ZEMBIEC, 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.

[redacted]
Notary Public

JOY NUFFER
NOTARY PUBLIC - STATE OF NEW YORK
Registration No. [redacted]
Qualified in Jefferson County
Commission Expires September 18, 2022

STATE OF _____)
COUNTY OF _____) *ss.:*

On the __ day of December in the year 2021, before me, the undersigned, 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

[Acknowledgment Page to Assignment Agreement]

State of New York)
County of Jefferson) *ss.:*

On the __ day of December, 2021, before me, the undersigned, personally appeared DAVID ZEMBIEC, 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 FLORIDA)
COUNTY OF PALM BEACH) *ss.:*

On the 3 day of December in the year 2021, before me, the undersigned, personally appeared Matthew G. Ulman 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.

[redacted]
Notary Public

