ASSIGNMENT AND CONSENT AGREEMENT

THIS ASSIGNMENT AND CONSENT AGREEMENT (hereinafter this "Agreement"), dated as of October 25, 2023, 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 ELLISBURG SOLAR LLC**, a Delaware limited liability company having offices at 144 Front Street West, Suite 700, Toronto ON M5J2L7 (the "Company"), **OYA RENEWABLES CONSTRUCTION HOLDINGS 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 144 Front Street West, Suite 700, Toronto ON M5J2L7 (the "Assignor") and **AETS DEVELOPMENT HOLDINGS, 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 300 Atlantic Street, Suite 501, Stamford, Connecticut 06901 (the "Assignee").

W I T N E S S E T H :

WHEREAS, the Agency was created by Chapter 1030 of the Laws of 1969 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, pursuant to a Project Authorizing Resolution adopted on April 7, 2022 (the "Project Authorizing Resolution"), the Agency appointed **OYA ELLISBURG SOLAR LLC** (the "Company"), as agent of the Agency to undertake a certain Project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in approximately 30 acres of real property located at 13624 County Route 91 in the Town of Ellisburg, New York (the "Land", being more particularly described as a portion of tax parcel No. 112.00-1-26.1); (ii) the planning, design, construction and operation of a 5MWac PV solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment"; and, collectively with the Land and the Improvements, the "Facility"); and (iv) entering into a straight lease transaction (within the meaning of subdivision (15) of Section 854 of the Act), pursuant to which the Agency will retain a leasehold interest in the Facility for a period of time and sublease such interest in the Facility back to the Company (the "Straight Lease Transaction"); and

WHEREAS, in furtherance of the Project, and in accordance with the Project Authorizing Resolution and a certain Supplemental Project Authorizing Resolution adopted by the Agency on September 1, 2022, the Agency and the Company entered into a Straight Lease Transaction, as defined pursuant to the Act, as of September 30, 2022, which included the following documents and agreements: (i) that certain Agent and Financial Assistance and Project Agreement (the "Project Agreement"), (ii) that certain Lease Agreement, a memorandum of which was recorded in the Office of the Jefferson County Clerk (the "Lease Agreement"), (iii) that certain Leaseback

Agreement, a memorandum of which was recorded in the Office of the Jefferson County Clerk (the "Leaseback Agreement"), (iv) that certain Payment-in-Lieu-of-Tax Agreement (the "PILOT Agreement"), (v) that certain PILOT Mortgage, which was recorded in the Office of the Jefferson County Clerk (the "PILOT Mortgage"), (vi) that certain Environmental Compliance and Indemnification Agreement (the "Environmental Compliance Agreement"); and (vii) related documents (collectively, the "Project Documents"); and

WHEREAS, the Company has advised the Agency that its parent entities are undertaking a certain restructuring (the "Restructuring") whereby 100% of the ownership interest of the Company will be transferred by the Assignor to the Assignee (collectively herein, the "Transfer"); and

WHEREAS, pursuant to a certain Supplemental Project Authorizing Resolution adopted by the Agency on October 5, 2023 (the "Assignment Authorizing Resolution"), the Agency approved the Transfer; and

WHEREAS, the parties hereto desire to memorialize the Transfer, which shall be effective as of the date hereof.

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 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 Assignment Authorizing Resolution, the Agency duly authorized the Transfer and is authorized to execute and deliver 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 Assignment Authorizing Resolution, the Agency hereby memorializes its consent to the Transfer. The foregoing consents and approvals are given subject to (a) the execution and delivery of this Agreement by the Company, Assignor and Assignee, (b) delivery of a General Certificate of the Company by and through the Assignee as of the date hereof, and (c)

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

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 or refused and, if delivered by mail, shall be sent by certified mail, postage prepaid, or by reputable overnight delivery service for next business day delivery 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: OYA Ellisburg Solar LLC
300 Atlantic Street, Suite 501
Stamford, Connecticut 06901
Attn: Prashanth Prakash, James O'Malley

With a Copy to: prashanth.prakash@aggreko.com; james.omalley@aggreko.com

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.

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 ELLISBURG SOLAR LLC, as Company

By: _____
Name: Matthew Odway
Title: Authorized Person

OYA RENEWABLES CONSTRUCTION HOLDINGS 2, LLC, as Assignor

By: _____
Name: Taymaz Jahaniaval
Title: Authorized Signatory

AETS DEVELOPMENT HOLDINGS, LLC, as Assignee

By: _____
Name: Matthew Ordway
Title: Authorized Person

[Signature Page to Agreement]

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JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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

OYA ELLISBURG SOLAR LLC, as Company

By: [redacted]
Name: Matthew Ordway
Title: Authorized Person

OYA RENEWABLES CONSTRUCTION HOLDINGS 2, LLC, as Assignor

By: _____
Name: Taymaz Jahaniaval
Title: Authorized Signatory

AETS DEVELOPMENT HOLDINGS, LLC, as Assignee

By: [redacted]
Name: Matthew Ordway
Title: Authorized Person

[Signature Page to Agreement]

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JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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

OYA ELLISBURG SOLAR LLC, as Company

By: _____
Name: Matthew Odway
Title: Authorized Person

OYA RENEWABLES CONSTRUCTION HOLDINGS 2, LLC, as Assignor

By: [redacted]
Name: Roberto Roberti
Title: Authorized Signatory

By: [redacted]
Name: Taymaz Jahaniaval
Title: Authorized Signatory

AETS DEVELOPMENT HOLDINGS, LLC, as Assignee

By: _____
Name: Matthew Ordway
Title: Authorized Person

[Acknowledgment Page to Assignment Agreement]

STATE OF NEW YORK)
COUNTY OF JEFFERSON) *ss.:*

On the 24th day of October in the year 2023, before me, the undersigned, personally appeared **DAVID J. ZEMBIEC**, 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

PEGGY SAMPSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. [redacted]
Qualified in Jefferson County
My Commission Expires 02/09/24

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

On the ___ day of October in the year 2023, before me, the undersigned, personally appeared **MATTHEW ORDWAY**, 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 _____)
COUNTY OF _____) *ss.:*

On the __ day of October in the year 2023, before me, the undersigned, personally appeared **TAYMAZ JAHANIAVAL** 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 _____) *ss.:*

On the ___ day of October in the year 2023, before me, the undersigned, personally appeared **TAYMAZ JAHANIAVAL**, 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 Connecticut)
COUNTY OF New Haven) *ss.:*

On the ___ day of October in the year 2023, before me, the undersigned, personally appeared **MATTHEW ORDWAY**, 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.

NANCY S KOCH
Notary Public
Connecticut
My Commission Expires Feb 29, 2028

[redacted]
Notary Public

STATE OF Connecticut)
COUNTY OF New Haven) *ss.:*

On the ___ day of October in the year 2023, before me, the undersigned, personally appeared **MATTHEW ORDWAY** 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

NANCY S KOCH
Notary Public
Connecticut
My Commission Expires Feb 29, 2028

[Acknowledgment Page to Assignment Agreement]

STATE OF NEW YORK)
COUNTY OF JEFFERSON) *ss.:*

On the ___ day of October in the year 2023, before me, the undersigned, personally appeared **DAVID J. ZEMBIEC**, 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 _____)
COUNTY OF _____) *ss.:*

On the ___ day of October in the year 2023, before me, the undersigned, personally appeared **MATTHEW ORDWAY**, 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

Province
~~STATE~~ OF Ontario)
~~COUNTY OF~~ _____) *ss.:*
Foreign Country of Canada

On the 24th day of October in the year 2023, before me, the undersigned, personally appeared Roberto Roberti and **TAYMAZ JAHANIAVAL** 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

Name: Danielle Parry
Jurisdiction: Province of Ontario, Foreign Country of Canada
Expiry: Perpetual