AGENT AND FINANCIAL ASSISTANCE AND PROJECT AGREEMENT

THIS AGENT AND FINANCIAL ASSISTANCE AND PROJECT AGREEMENT (herein, this "Agreement" or "Agent Agreement"), made as of September 30, 2022, by and between the **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") and **OYA ELLISBURG SOLAR LLC**, a Delaware limited liability company, having offices at 144 Front Street West, Suite 700, Toronto ON M5J2L7 (the "Company").

W I T N E S S E T H :

WHEREAS, the Agency was created by Chapter 369 of the Laws of 1971 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, **OYA ELLISBURG SOLAR LLC**, for itself and/or for an entity or entities to be formed (collectively, the "Company"), has submitted an application to the Agency requesting the Agency's assistance with 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, by Resolution dated April 7, 2022, as supplemented on September 1, 2022 (collectively, the "Resolution"), the Agency authorized the undertaking of the Project and appointed the Company to act as its agents for the purpose of acquiring, constructing and/or equipping the Facility, all subject to the Company entering into this Agreement; and

WHEREAS, by its Resolution, the Agency has conferred on the Company in connection with the Project certain benefits, exemptions and other financial assistance consisting of a partial abatement from real property taxes benefit conferred through a certain Payment in Lieu of Tax Agreement, dated as of the date hereof (the "PILOT Agreement") requiring the Company to make payments in lieu of taxes ("PILOT Payments") for the benefit of each municipality and school district having taxing jurisdiction over the Project, (the "Financial Assistance"); and

WHEREAS, pursuant to and in accordance with Sections 859-a and 874 of the Act, the Agency requires, as a condition and as an inducement for it to provide any Financial Assistance,

that the Company enter into this Agent Agreement for the purposes of, among other things, to govern administration of and provide assurances with respect to the provision and recapture of said Financial Assistance upon the terms herein set forth; and

WHEREAS, this Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no agent status in favor of the Company or any subagent(s) thereof, nor any amount of Financial Assistance shall be provided to the Company by the Agency prior to the effective date of this Agent Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Purpose of Project; Scope of Agency. The purpose of the Agency's provision of Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Project facility to advance job opportunities, health, general prosperity and economic welfare of the people of Jefferson County, and to specifically promote the investment commitment, employment commitment, and other commitments of the Company contained herein and within the Applicant's Application.

Pursuant to the Resolution, the Agency has appointed the Company as agents to undertake the Project, as defined herein and within the Resolution. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation thereof in and around the Facility. **It is expressly agreed by the parties hereto that the Company has not applied for, nor has the Agency authorized the provision of any sales and use tax exemptions for this Project. However, to the extent that any such request is made by the Company, and if the Agency authorizes the provision of any sales and use tax exemptions in furtherance of the Project, the remainder of this Section 1 shall apply.** Pursuant to the Resolution and this Agent Agreement, the Company has the power to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses including but not limited to the individuals and entities described on Schedule A attached hereto (collectively, the "Subagent"). The Company shall have the right to amend Schedule A from time to time and shall be responsible for maintaining an accurate list of all parties acting as agent for the Agency. The Company's right to appoint subagents is expressly conditioned upon updating of Schedule A, hereto, along with the timely filing of Form ST-60 (non-primary) for each subagent, with such updated Schedule A and a copy of and proof of filing of such ST-60 (non-primary) being immediately filed with the Agency. The right of the Company, and all duly appointed subagents, to act as agent of the Agency shall expire on **December 31, 2022**, unless extended as contemplated by the Resolution. The aggregate amount of work performed by the Company and all subagents as agent for the Agency shall not exceed the amounts identified in the Resolution and Section 2(i)(5) of this Agreement.

All contracts entered into by the Company, and all subagents thereof, as agent(s) for the Agency shall include the language contained within Schedule B, hereto. **Failure by the Company, or any subagent thereof to include such language shall disqualify the agent status and sales tax exemptions derived by virtue of this Agent Agreement. The Company, for itself and on behalf of all duly appointed subagents, hereby agrees that all contracts entered into by either the Company and any subagents thereof shall be available to the Agency for inspection and confirmation of the foregoing mandatory language.**

2. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project and appoint the Company as agents to undertake same:

(a) The Company is a limited liability, duly organized, validly existing and in good standing under the law of the State of Delaware and authorized to conduct business in the State of New York. The Company (i) has the authority to enter into this Agreement and (ii) has authorized the execution and delivery of this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement 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 providing of the Facility by the Agency and the leasing thereof by the Agency to the Company will not result in the removal of an industrial or manufacturing plant, facility or other commercial activity of the Company from one area of the State to another area of the State nor result in the abandonment of one or more commercial or manufacturing plants or facilities of the Company located within the State, except as may be provided under the Enabling Act; and the Agency has found that, based on the Application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

(d) The Facility and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (d). The Company shall operate the Facility in accordance with this Agreement and as a qualified "project" under the Act.

(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 this Agreement.

(f) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company, upon receiving any information or notice contrary to the representations contained in this Section, shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents (other than the Company), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent. The Company hereby agrees that at all times during which it is operating the Project, and whether or not the contemplated Leaseback Agreement is in effect, to comply with, and ensure compliance by its subtenants or sublessees with, the provisions of an Environmental Compliance and Indemnification Agreement, to be entered into commensurate with the Leaseback Agreement.

(g) The Company has provided to the Agency a certificate or certificates of insurance containing all of the insurance provision requirements included herein. If the insurance is canceled for any reason whatsoever, or the same is allowed to lapse or expire, or there be 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 any mortgagee, loss payee or additional insured until at least thirty (30) days after receipt by such party of written notice by the insurer of such cancellation, lapse, expiration, reduction or change.

(h) Any personal property acquired by the Company in the name of the Agency shall be located in Jefferson County, New York, except for temporary periods during ordinary use.

(i) **It is expressly agreed by the parties hereto that the Company has not applied for, nor has the Agency authorized the provision of any sales and use tax exemptions for this Project. However, to the extent that any such request is made by the Company, and if the Agency authorizes the provision of any sales and use tax exemptions in furtherance of the Project, the remainder of this Section shall apply with respect to sales and use tax exemptions conferred.** In accordance with Section 875(3) of the New York General Municipal Law, the policies of the Agency, and the Resolution, the Company covenants and agrees that it may be subject to a Recapture Event Determination resulting in the potential recapture of any and all New York State and local sales and use tax exemption benefits, as described below, if the Company receives, or its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project receives, any New York State and local sales and use tax exemption benefits from the Agency, and it is determined by the Agency that:

(1) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project is not entitled to the sales and use tax exemption benefits; or

(2) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; or

(3) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or

(4) the Company has not made a material false or misleading statement, 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, on its Application for Financial Assistance; or

(5) the Company fails to meet and maintain the thresholds and requirements representing certain material terms and conditions, said Material Term Commitment #1, and Material Term Commitment #2, as further defined below, being the purposes to be achieved by the Agency with respect to its determination to provide Financial Assistance to the Project and required by the Agency to be complied with and adhered to, as evidenced by submission, as so required by the Agency, of written confirmation certifying and confirming on an annual basis beginning in the first year in which Financial Assistance is so claimed, through the conclusion of the later of either: (i) two (2) years following the construction completion date or (ii) the termination of this Agent Agreement (said date hereinafter referred to as the "Project Completion Date" and the time period so referenced being hereinafter defined as the "Material Terms and Conditions Monitoring Period") confirming:

(a) Material Term Commitment #1 – Total Project Expenditure of $9,922,968.00; and

(b) Material Term Commitment #2 – Company creation of twenty-five (25) direct and indirect FTE construction jobs to complete the Project.

In order to certify and verify the foregoing, the Company shall provide annually, to the Agency, a certified statement and documentation: i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the financial assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the project location ("Material Term Commitment #2"), (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created, and (iii) such other information, as so requested from time to time, to enable the Agency to assess the progress of the Project toward achieving the investment, job retention, job creation, or other objectives of the Project indicated in the Application for Financial Assistance.

The Company shall annually complete and submit to the Agency the Annual Certification Report in the form attached hereto as **Exhibit E**. **Failure by the Company to complete and submit said form to the Agency by February 15 of each year during the Material Terms and Conditions Monitoring Period shall constitute an Event of Default hereunder, whereby the Agency, in its sole and absolute discretion, may terminate this Agreement and undertake a Recapture Event Determination.**

The findings made by the Agency with respect to Section 2(i)(1), (2), (3) and/or (4) and/or failure to provide the written confirmation as required by Section 2(i)(5) with respect to the thresholds and requirements as identified in Section 2(i)(5), above, and/or failure to meet the thresholds and requirements as identified in Section 2(i)(5) above, may potentially be determined by the Agency, in accordance with the Agency's "Project Recapture and Termination Policy", to constitute a failure to comply with Section 875(3) of the New York General Municipal Law, and/or a failure to comply with a material term or condition to use property or services or Agency Financial Assistance in the manner approved by the Agency in connection with the Project, and/or a failure to comply with the Agency's policies and Resolution (collectively, findings and determinations made as described herein with respect to Section 2(i)(1), (2), (3) and/or (4) and/or the failure under Section 2(i)(5) to submit the required certification and/or the failure to meet the required thresholds and requirements as specified in Section 2(i)(5) are hereby defined as a "Recapture Event Determination"). If the Agency makes a Recapture Event Determination, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith.

Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s). The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner and/or local taxing authorities may assess and determine the Financial Assistance due from the Company, together with any relevant penalties and interest due on such amounts.

(j) In accordance with the Resolution and the Cost-Benefit Analysis (the "CBA") disclosed by the Agency at its public hearing for the Project (the "Public Hearing"), the Company further confirms that real property tax abatement benefits to be provided to the Company shall conform to those disclosed within the CBA at the Public Hearing for the Project and as contained within the PILOT Agreement, a copy of such PILOT Agreement is attached hereto as **Exhibit D** (and if said PILOT Agreement is entered into after the date hereof, upon execution by the Agency and the Company it shall be deemed and will be automatically become a component hereof).

(k) The Company acknowledges and understands that a Recapture Event Determination made with respect to this Agreement will, in addition, immediately result in the loss and forfeiture of the Company's right and ability to obtain any and all future real property tax abatements with respect to the Project, and may result, in the sole discretion of the Agency, of loss and forfeiture of same with respect to a Recapture Event Determination made regarding this Agreement.

(l) Reserved.

(m) Reserved

(n) Reserved.

(o) The Company acknowledges and agrees that, except to the extent of bond proceeds (to the extent bonds are issued by the Agency with respect to the Project), the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

(p) The Company covenants and agrees that at all times during the Material Terms and Conditions Monitoring Period, it will (i) maintain its existence and not dissolve, (ii) continue to be a New York limited liability company subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business in the State, (iii) not liquidate, wind-up or dissolve or otherwise sell, assign, or dispose of all or substantially all of its property, business or assets. This Agreement may not be assigned in whole or part without the prior written consent of the Agency

(q) The Company confirms and acknowledges under the penalty of perjury that as of the date hereof, the Company, as owner, occupant, or operator of the Project

receiving Financial Assistance from the Agency in connection with the Project, is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations. The Company agrees that it will, throughout the term of this Agent Agreement, promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof. Notwithstanding the foregoing, the Company may in good faith contest the validity of the applicability of any requirement of the nature referred to this Section 2(q). In such event, the Company, with the prior written consent of the Agency (which shall not be unreasonably conditioned, delayed or withheld) may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Agency shall notify the Company that it must comply with such requirement or requirements.

3. Hold Harmless Provision. The Company hereby releases the Agency from, and agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, directors, members, officers, employees, agents (except the Company), representatives, successors and assigns harmless from and against, any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or breach by the Company of this Agreement or (ii) liability arising from or expense incurred by the Agency's financing, rehabilitating, renovation, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective executive director, directors, members, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.

4. Insurance Required. Effective as of the date hereof and until the Agency consents in writing to a termination, the Company shall maintain or cause to be maintained insurance against such risks 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 in respect thereto. Such insurance shall be provided, in whole or in part, either through insurance carriers meeting the requirements of this Agreement or through a funded self-insurance program, and shall include, but not necessarily be limited to:

(a) (i) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Facility, exclusive of excavations

and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well.

(b) Worker's compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or 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 Facility.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than $1,000,000 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 worker's compensation law; and a blanket excess liability policy in the amount not less than $5,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

5. Additional Provisions Respecting Insurance. (a) All insurance required by Section 4(a) hereof shall name the Agency as a named insured and all other insurance required by Section 4 shall name the Agency as an additional insured other than Workers' Compensation Coverage. The Company shall cause all contractors and agents of the Company undertaking the Project to carry and provide evidence of insurance as required within Section 4(c) hereof, with the Agency named as an additional insured. All insurance 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. 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. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days prior written notice of the cancellation thereof to the Company and the Agency.

(b) All such policies of insurance, or a certificate or certificates of the insurers that such insurance is in force and effect, shall be deposited with the Agency on the date hereof. Prior to expiration of any such policy, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

6. Counterpart Signatures. This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

7. Notices. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by a nationally-recognized overnight courier, 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
144 Front Street West, Suite 700
Toronto ON M5J2L7
Attn: Taymaz Jahaniaval, Chief Operating Officer

With a Copy to: Glenn Frank, Esq.
75 Central Street, 3rd Floor
Boston, Massachusetts 02109

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.

8. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the Federal or state courts located in Jefferson County, New York.

9. The obligations of Company under this Agreement shall be several, absolute and unconditional and shall remain in full force and effect until the Leaseback has expired or been terminated.

10. All warranties, representations, and covenants made by Company herein shall be deemed to have been relied upon by the Agency and shall survive the delivery of this Agreement to the Agency regardless of any investigation made by the Agency. This Agreement shall survive any termination or expiration of the Leaseback Agreement, as described below.

11. At any time prior to the expiration hereof, the Agency can transfer title to the Company of all assets acquired by the Company as agent for the Agency. Additionally, at any time prior to the expiration hereof, the Company can demand that the Agency transfer title to the Company with respect to all assets acquired by the Company as agent for the Agency, provided all amounts owed the Agency have been paid current.

12. By executing this Agreement, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel or bond/transaction counsel, (2) other

consultants retained by the Agency, if any, in connection with the Project; in accordance with the terms of the Administrative Fee Agreement between the Company and the Agency, and (3) with respect to enforcing this Agreement (including reasonable attorneys' fees). The Agency counsel fees are based upon the Company's representations made in its application for Agency assistance and as established in accordance with the Agency counsel fee schedule. The Company further covenants and agrees to make a non-refundable payment upon execution of this Agreement in accordance with the terms of the Agency Counsel Fee Agreement. The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Project notwithstanding the occurrence of any of (1) the applicant's withdrawal, abandonment, cancellation or failure to pursue the Project; (2) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Project; or (3) the Company's failure, for whatever reason, to undertake and/or successfully complete the Project.

13. The parties are contemplating that unless the Agency and Company enter into a Lease Agreement (the "Lease Agreement"), and related Leaseback Agreement (the "Leaseback Agreement"), the Company agrees not to take title to any real property as agent for the Agency. The Agency will provide the Company with a bill of sale which sells, transfers and delivers unto the Company and its successors and assigns, all Equipment which were acquired and installed and/or are to be acquired and installed by the Company as agent for the Agency pursuant to this Agent Agreement which Equipment is located or intended to be located within and used exclusively in furtherance of the operations of the Facility.

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[Signature Page to Agent and Financial Assistance and Project Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agent and Financial Assistance Agreement as of the day and year first above written.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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

OYA ELLISBURG SOLAR LLC

By: _____
Name: Taymaz Jahaniaval
Title: Chief Operating Officer

[Signature Page to Agent and Financial Assistance and Project Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agent and Financial Assistance Agreement as of the day and year first above written.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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

OYA ELLISBURG SOLAR LLC

By: [redacted]
Name: Taymaz Jahaniaval
Title: Chief Operating Officer

SCHEDULE A

RESERVED

SCHEDULE B

RESERVED

EXHIBIT A

RESERVED

EXHIBIT B

RESERVED

EXHIBIT C

RESERVED

EXHIBIT D

COPY OF COST-BENEFIT ANALYSIS AND PILOT AGREEMENT

Jefferson County Industrial Development Agency

MRB Cost Benefit Calculator

MRB group
Cost-Benefit Analysis Tool powered by MRB Group

Date	February 22, 2022
Project Title	OYA ELLISBURG - NO MARKET CREDIT
Project Location	13624 CR 91, ADAMS, NY

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

Project Total Investment

$9,922,967

Temporary (Construction)

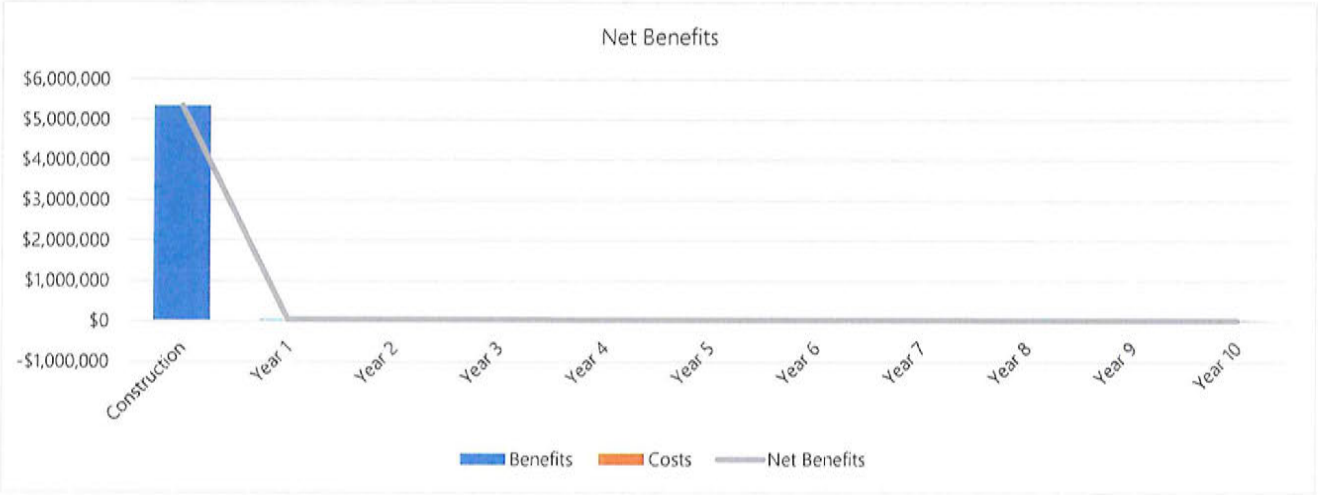
	Direct	Indirect	Total
Jobs	40	20	60
Earnings	$4,103,512	$937,384	$5,040,896
Local Spend	$9,922,967	$3,366,168	$13,289,135

Ongoing (Operations)

Aggregate over life of the PILOT

	Direct	Indirect	Total
Jobs	0	0	0
Earnings	$0	$0	$0

Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

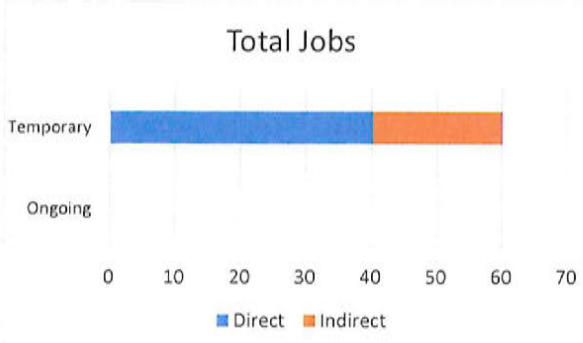


Figure 3



Ongoing earnings are all earnings over the life of the PILOT.

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Fiscal Impacts

MRB | group
Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	$44,527	$31,918
Sales Tax Exemption	$0	$0
Local Sales Tax Exemption	*$0*	*$0*
State Sales Tax Exemption	*$0*	*$0*
Mortgage Recording Tax Exemption	$0	$0
Local Mortgage Recording Tax Exemption	*$0*	*$0*
State Mortgage Recording Tax Exemption	*$0*	*$0*
Total Costs	$44,527	$31,918

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	$5,498,339	$5,440,460
To Private Individuals	$5,040,896	$5,040,896
Temporary Payroll	*$5,040,896*	*$5,040,896*
Ongoing Payroll	*$0*	*$0*
Other Payments to Private Individuals	*$0*	*$0*
To the Public	$457,443	$399,564
Increase in Property Tax Revenue	*$426,568*	*$368,689*
Temporary Jobs - Sales Tax Revenue	*$30,875*	*$30,875*
Ongoing Jobs - Sales Tax Revenue	*$0*	*$0*
Other Local Municipal Revenue	*$0*	*$0*
State Benefits	$262,127	$262,127
To the Public	$262,127	$262,127
Temporary Income Tax Revenue	*$226,840*	*$226,840*
Ongoing Income Tax Revenue	*$0*	*$0*
Temporary Jobs - Sales Tax Revenue	*$35,286*	*$35,286*
Ongoing Jobs - Sales Tax Revenue	*$0*	*$0*
Total Benefits to State & Region	$5,760,465	$5,702,587

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	$5,440,460	$31,918	170:1
State	$262,127	$0	:1
Grand Total	$5,702,587	$31,918	179:1

*Discounted at 2%

Additional Comments from IDA

Est 2% cost escalation on Taxes on land current full value with no project and 2% esc on taxes if the project was at full value taxation.,.PILOT payments are calculated at base $5,500. per MW increasing bt 2% annually , inverted. Land taxes are added to the base PILOT payment to calculate full annual PILOT payment.

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

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JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

OYA ELLISBURG SOLAR LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Project

OYA Ellisburg Solar LLC Project – Town of Ellisburg

Premises:

13624 County Route 91, Ellisburg, New York
~30 acres of real property more particularly described as
a portion of Tax parcel No. 112.00-1-26.1

IDA Project No. 2201-22-03A

Taxing Jurisdictions

Jefferson County
Town of Ellisburg
Belleville-Henderson Central School District

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (the "Agreement"), dated as of September 30, 2022, 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") and **OYA ELLISBURG SOLAR LLC**, a Delaware limited liability company, having offices at 144 Front Street West, Suite 700, Toronto ON M5J2L7 (the "Company").

W I T N E S S E T H :

WHEREAS, the Agency was created by Chapter 369 of the Laws of 1971 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, the Company previously submitted an application to the Agency requesting the Agency's assistance with 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 order to induce the Company to acquire, renovate, construct and equip the Facility, the Agency is willing to acquire and retain a leasehold interest in the Land, the Improvements and personal property constituting the Facility pursuant to a Lease Agreement, and thereafter the Agency will lease back the Facility to the Company pursuant to the terms and conditions of a certain Leaseback Agreement to be dated on or about the date hereof (the "Leaseback Agreement" and together with the Lease Agreement, the "Lease Agreements"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than Special Charges as defined in Section 2.1 which shall be paid by the Company outside this Agreement as billed by respective third parties; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into this Agreement to make provisions for payments in lieu of taxes by the Company to the Agency

relative to the Land for the benefit of Jefferson County (the "County"), the Town of Ellisburg (the "Town") and the Belleville-Henderson Central School District (hereinafter the "School District" or "School" and, collectively with the County and the Town, the "Affected Tax Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in lieu of Ad Valorem Taxes:

1.1 A. Subject to the completion and filing by the taxable status date of March 1, 2023 (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Land (along with the Improvements once constructed by the Company, as agent of the Agency) shall be exempt from Real Estate Taxes for the periods set forth in Section 1.5. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, Town and the School. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Interim Real Estate Taxes. To the extent imposed by any of the Affected Tax Jurisdictions, the Company shall pay all Real Estate Taxes relating to the Land due and payable from the date hereof through the Taxable Status Date.

C. Payee. As long as the Facility is owned by the Agency or leased by the Company to the Agency, or under the Agency's jurisdiction, control or supervision, the Company agrees to pay annually to the Agency as a payment in lieu of taxes, on or before February 1 of each year beginning February 1, 2024, and thereafter February 1 of each year during the term hereof (collectively, the "Payment Date") for School, County and Town Taxes,

respectively, an amount equal to the Total PILOT payment, which is defined and set forth within **Schedule A**, hereto.

The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County and Town and/or any special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT payment due date. For School District purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the school year which includes the PILOT payment due date.

1.4 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility that has not been described in the Application constructed or added in any manner after the date of this Agreement, the Company shall notify the Agency of such future addition ("Future Addition", which shall include equipping or modification of the Facility to produce in excess of 5MWac PV solar electrical generation). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total PILOT Payment. The Agency shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased PILOT payment until a different Total PILOT Payment shall be established. If a lesser Total Annual Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT payment(s).

1.5 Period of Benefits. The tax benefits provided for herein shall be deemed to include for the Land and Improvements for (i) the 2024 County and Town tax year through the 2038 County and Town Tax year, and (iii) the 2023/2024 School tax year through the 2037/2038 School tax year. This PILOT Agreement shall expire on December 31, 2038; *provided, however*, the Company shall pay the 2039 County and Town tax bill and the 2038/2039 School tax bill on

the dates and in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b, 485-e and 487 of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special District Charges, Special Assessments and other charges.

2.1 Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to any fire district charges or "curb charges"), and pure water charges and sewer charges (collectively, the "Special Charges") are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event that this Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment. The foregoing rights shall not include the ability to lower or modify the "Base Value", as defined herein, nor to lower or in any way alter the Total PILOT Payments payable hereunder.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any Special Charges as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers and provide information to the Agency as requested from time to time.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section VI – Job Creation.

6.1 As specific inducement for Agency entering into this PILOT Agreement with the Company, the Company shall retain and create the full-time or equivalent jobs set forth in the Application for Financial Assistance dated on or about December 17, 2021 (the "Application"), during the term of this PILOT Agreement at the Facility. Further, the Company pledges commercially reasonable efforts to hire persons from the Jefferson County, New York work force. The Company shall promptly provide employment figures to the Agency as requested.

Section VII - Events of Default.

7.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I on or before the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; (iii) the occurrence and continuance of any events of default under the Lease Agreements after the expiration of any applicable cure periods; (iv) to create the jobs set forth in Section 6.1 above; or (v) to exercise its best efforts to recruit and hire new employees from the Jefferson County, New York work force. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

7.2 If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 7.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other

payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

7.3 Prior to exercising any remedy hereunder, any Lender (as defined in the Leaseback Agreement) shall be afforded notice and the cure rights set forth in such section, as if such section were set forth in full herein.

Section VIII - Assignment.

8.1 No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

Section IX - Miscellaneous.

9.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

9.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by nationally-recognized overnight courier, 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
144 Front Street West, Suite 700
Toronto ON M5J2L7
Attn: Taymaz Jahaniaval, Chief Operating Officer

With a Copy to: Glenn Frank, Esq.
75 Central Street, 3rd Floor
Boston, Massachusetts 02109

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. Notwithstanding anything herein to the contrary, for all notices, certificates and other communications with the Company, a copy of such notices, certificates and other communications shall be sent through electronic transmission to the email address provided above.

9.3 This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Jefferson County, New York.

9.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

9.5 The Company acknowledges receipt of the Agency's Uniform Tax Exemption Policy and Project Recapture and Termination Policy, the terms of which are incorporated by reference. The Company acknowledges and agrees that, in addition to any other remedies that may be available to the Agency, all or part of the benefits conferred on the Company hereunder may be subject to recapture pursuant to the provisions of such Uniform Tax Exemption Policy and Project Recapture and Termination Policy.

[Signature Page to PILOT Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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

OYA ELLISBURG SOLAR LLC

By: _____
Name: Taymaz Jahaniaval
Title: Chief Operating Officer

[Signature Page to PILOT Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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

OYA ELLISBURG SOLAR LLC

By: [redacted]
Name: Taymaz Jahaniaval
Title: Chief Operating Officer

SCHEDULE A

"Total PILOT Payment" shall be calculated as follows:

PILOT Year	County/Town Tax Year	School Tax Year	Total PILOT Payment
Interim	2022 & 2023	2022/2023	Full taxes
Year 1	2024	2023/2024	(Base Valuation Payment), plus $36,285.67
Year 2	2025	2024/2025	(Base Valuation Payment), plus $35,574.18
Year 3	2026	2025/2026	(Base Valuation Payment), plus $34,876.65
Year 4	2027	2026/2027	(Base Valuation Payment), plus $34,192.79
Year 5	2028	2027/2028	(Base Valuation Payment), plus $33,522.35
Year 6	2029	2028/2029	(Base Valuation Payment), plus $32,865.05
Year 7	2030	2029/2030	(Base Valuation Payment), plus $32,220.63
Year 8	2031	2030/2031	(Base Valuation Payment), plus $31,588.86
Year 9	2032	2031/2032	(Base Valuation Payment), plus $30,969.47
Year 10	2033	2032/2033	(Base Valuation Payment), plus $30,362.22
Year 11	2034	2033/2034	(Base Valuation Payment), plus $29,766.88
Year 12	2035	2034/2035	(Base Valuation Payment), plus $29,183.22
Year 13	2036	2035/2036	(Base Valuation Payment), plus $28,611.00
Year 14	2037	2036/2037	(Base Valuation Payment), plus $28,050.00
Year 15	2038	2037/2038	(Base Valuation Payment), plus $27,500.00

For the term of this PILOT Agreement, the Company shall pay full taxes based on the assessed value of the Land before the completion of any Project improvements (the "Base Valuation"). During the term of this PILOT Agreement, the Base Valuation shall be frozen at $171,800.00, or such amount as may be assigned by the assessor in connection with subdivision of the Land or establishment of a new tax parcel for the Project as completed. The Base Valuation Payment component for each Total PILOT Payment shall be calculated by multiplying the Base Valuation by the respective tax rate for each affected tax jurisdiction (after application of any applicable equalization rate).

In addition to the Base Valuation Payment, the Company shall also pay an amount, inverted beginning in PILOT Year 15, equal to $5,500 per MW PV solar electrical generation capacity, which as of the date of this Agreement is 5MWac, with such amount increasing backward at 2% per year during the term hereof. Any future upgrades to the Project increasing the MWac PV solar electrical generation capacity shall increase the amounts payable hereunder accordingly. By way of example, if in PILOT Year 4 an additional MWac is added to the MWac PV solar electrical generation capacity, the payment schedule above shall be modified to add $5,500 to the Total PILOT Payment in PILOT Year 15, with each applicable prior PILOT Year having an additional amount added reflective of a reverse escalator of 2% per year on such $5,500 added payment.

The Company shall certify annually to the Agency the true and correct amount of the Project's per MWac PV solar electrical generation capacity as part of its annual certification required pursuant to that certain Agent and Financial Assistance and Project Agreement, dated as of the date hereof and entered into by the Agency and Company (the "Agent Agreement"). After the fifteenth (15th) PILOT Year, this Agreement shall terminate and the Project Facility shall be subject to full taxation by the affected taxing jurisdictions.

EXHIBIT E

FORM OF ANNUAL EMPLOYMENT AND
FINANCIAL ASSISTANCE CERTIFICATION LETTER

Company Name and address:	,
Project Name:	
Company Contact:	
Contact phone number:	

(Please correct any information above)

Financing Information

Has the Agency provided project financing assistance through issuance of a bond or note?

Yes No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued _____
- Outstanding principal balance of such bond or note at the end of the prior calendar year _____
- Principal paid during the prior calendar year _____

Interest rate on mortgage as of the end of the prior calendar year _____

Final maturity date of the bond or note _____

Is the Company a not-for-profit? _____

Sales Tax Abatement Information

Did your company receive Sales Tax Abatement on your Project during the prior calendar year?

Yes No

If so, please provide the amount of sales tax savings received _____

Submit a copy of the most recent ST-340 sales tax report submitted to New York State

Is your project complete? Yes No

Mortgage Recording Tax Information

Did your company receive Mortgage Tax Abatement on your Project during the prior calendar year?

Yes No

(Note: Only applicable the year that a mortgage was placed upon the project)

The amount of the mortgage recording tax that was abated during the prior calendar year _____

Job Information

Number of full-time equivalent employees ("FTE") existing jobs by category and average salary or range of salary for each **before IDA status/assistance**.

Category	**FTE**	**Average Salary or Range of Salary**
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Warehousing	_____	_____
Transportation/Logistics	_____	_____
Contracted Employees	_____	_____
Other	_____	_____
TOTAL	_____	

Current number of FTE employees as of the end of the prior calendar year by category and average salary or range.

Category	**FTE**	**Average Salary or Range of Salary**
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Warehousing	_____	_____
Transportation/Logistics	_____	_____

Contracted Employees	_____	_____
Other	_____	_____
TOTAL	_____	

Number of FTE jobs **created** during the prior calendar year as a result of the assistance received through the IDA by category and average salary or range of salary.

Category	**FTE**	**Average Salary or Range of Salary**
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Warehousing	_____	_____
Transportation/Logistics	_____	_____
Contracted Employees	_____	_____
Other	_____	_____
TOTAL	_____	

Number of FTE jobs **retained** during the prior calendar year by category and average salary or range.

Category	**FTE**	**Average Salary or Range of Salary**
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Warehousing	_____	_____
Transportation/Logistics	_____	_____
Contracted Employees	_____	_____
Other	_____	_____
TOTAL	_____	

Total annual payroll as of the end of the prior calendar year _____

A copy of the NYS 45 form for the project location is REQUIRED to be submitted with this report. If the NYS 45 form includes other locations, please highlight or identify those jobs located specifically at this project location.

Construction jobs:

Total Number of FTE Construction jobs during the prior calendar year, if any.

_____

***Capital Investment as of the End of the Prior Calendar Year**

Real Estate	_____
Construction	_____
Machinery and Equipment	_____
Furniture, Fixtures, & Equipment	_____
Other Taxable Expenses	_____
Other Non-Taxable Expenses	_____
Total Capital Investment	_____

***The JCIDA will require verification of the Capital Investment as outlined above. This verification may consist of a personal visit by a member of the IDA staff, copy of contract with general contractor, and/or other documented evidence of these estimates.**

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may be subject to penalty of perjury and result in enforcement of provisions of my agreement, including but not limited to voidance of the agreement and potential claw back of benefits.

Signed: _____
(authorized company representative)

Print Name & Title: _____

Date: _____