EXECUTION COPY

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

NY USLE CARTHAGE SR26 B LLC

PAYMENT IN LIEU OF TAX AGREEMENT

As of June 4, 2021

PILOT AGREEMENT

This **PAYMENT IN-LIEU OF TAX AGREEMENT**, dated as of June 4, 2021 (the "*Agreement*"), 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, Watertown, New York (the "*Agency*"), and **NY USLE CARTHAGE SR26 B LLC**, a limited liability company organized under the laws of the State of New York with offices at 600 Third Ave, 38th Floor, New York, New York (the "*Company*"),

W I T N E S S E T H :

THAT WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York ("*Enabling Act*") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York ("*State*"); and

WHEREAS, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve its standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, pursuant to and in connection with the provisions of the Enabling Act, Chapter 369 of the Laws of 1971 of the State, as amended, constituting Section 892-e of said General Municipal Law (said chapter and the Enabling Act, both as amended, collectively referred to as the "*Act*") created the Agency which is empowered under the Act to undertake the providing, financing and leasing of the facility described below; and

WHEREAS, the Company presented an application for financial assistance to the Agency on or about November 2, 2020 and subsequently amended same (as amended, the "*Application*"), requesting that the Agency consider undertaking a project (the "*Project*") consisting of the following: (A)(1) the acquisition of a leasehold interest in a portion of a certain parcel of land located in the Town of Champion, to wit: tax parcel 76.00-2-42.1, Jefferson County, New York (the "*Land*"), and (2) construction, installation and equipping on the Land of a solar-powered electric generating facility, including all related equipment and improvements, with a total planned alternating current output capacity of 3.3 megawatts (the "*Facility*") to be operated by the Company (the Land and the Facility collectively referred to as the "*Project Facility*"); (B) the granting of certain "financial assistance" (within the meaning of section 854(14) of the Act) with respect to the foregoing, including exemptions from sales and use taxes and real property taxes for the Project Facility (but not including special district taxes) (collectively, the "*Financial*

Assistance"); and (C) the sublease of the Project Facility back to the Company or such other person as may be designated by the Company and agreed upon by the Agency; all as contemplated by and in furtherance of the purposes of Article 18-A of the Act; and

WHEREAS, the Affected Tax Jurisdictions (as such term is defined in the Act) with respect to the Project are the Town of Champion (the "*Town*"), Jefferson County (the "*County*"), and the Carthage Central School District (the "*School District*", and together with the Town and the County, the "*Tax Jurisdictions*"); and

WHEREAS, in order to induce the Company to develop the Project Facility, the Agency is willing to take a leasehold interest in the Project Facility pursuant to the terms and conditions of a certain company lease agreement dated as of the date hereof (the "*Company Lease*") and to lease said Project Facility back to the Company pursuant to the terms and conditions of a certain agency lease agreement dated as of the date hereof (the "*Agency Lease*"); 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 under its jurisdiction, control or supervision, other than special *ad valorem* levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company (sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*") deem it necessary and proper to execute and deliver this Agreement making provision for payments in lieu of taxes ("*PILOT*") by the Company for the benefit of the Tax Jurisdictions; and

WHEREAS, the Parties desire to enter into an agreement concerning the obligation of the Company to make PILOT payments in relation to the Project Facility;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms, conditions, limitations and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

Section 1. Representations and Covenants.

Each of the Parties, solely for itself, hereby represents and covenants that, as of the date of this Agreement:

a. It is duly organized, validly existing, and in good standing under the laws of the State or the state in which it is organized and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

b. All necessary action has been taken to authorize its execution, delivery, and performance of this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with the terms of this Agreement and applicable law.

c. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by it except such as have been duly obtained or made.

d. To the best of its knowledge, none of the execution or delivery of this Agreement, the performance of the obligations in connection with the transaction contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any of its resolutions, or any of its formation documents, as amended, or of any restriction or any agreement or instrument to which it is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other agency or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any bond, indenture, or any other agreement or instrument to which it is a party or by which it or any of its properties or assets is bound.

e. To the best of its knowledge, there is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against it, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

f. To the best of its knowledge, the conduct of its business is in compliance with all applicable governmental approvals with respect to which a failure to comply, in any case or in the aggregate, would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

Section 2.1. Notice of Commercial Operation Date.

The date on which the Project becomes commercially operational, as evidenced by the Company's notice to the New York Independent System Operator ("*NYISO*"), if any, shall be referred to as the Commercial Operation Date (the "*Commercial Operation Date*" or "*COD*"). Within five (5) business days after the Company provides its commercial operation notice to the NYISO, if any, or commences continuous operation of the Project if no such notice is provided to the NYISO, the Company shall provide notice to the Agency of the Commercial Operation Date (the "*COD Notice*"). Commencement of PILOT Payments (defined below) shall depend on the Commercial Operation Date. The first March 1 taxable status date following the Commercial Operation Date shall be referred to as the COD Taxable Status Date (the "*COD Taxable Status Date*").

Section 2.2. Exemption from Real Property Taxes.

a. Filing of Form RP 412-a. Promptly after the execution and delivery of this Agreement, the Agency shall complete and file with the Town assessor the New York State Form RP-412-a Application For Real Property Tax Exemption for the Project Facility (the "*Exemption Application*") under Section 412-a of the New York State Real Property Tax Law

("*RPTL*") and Section 874 of the Act. The Company shall provide the Agency the information necessary for the completion and filing of the Exemption Application.

b. Exemption from General *Ad Valorem* Taxes. Subject to the filing of the Exemption Application with the Town assessor, the Project Facility shall be exempt from all general *ad valorem* real property taxes levied against the Project Facility by the Tax Jurisdictions ("*Real Property Taxes*") commencing with the Tax Year (as defined below) of the Tax Jurisdictions associated with the first taxable status date occurring after delivery of the Exemption Application and ending with the expiration of the Term (as defined below). "*Tax Year*" shall mean the set of fiscal years of the Tax Jurisdictions associated with an assessment roll year of the Town.

c. No Exemption from Special District Taxes. The Parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and RPTL Section 412-a does not entitle the Agency (and thereby the Company acting as its agent) to an exemption from special assessments and special *ad valorem* taxes ("*Special District Taxes*"). Pursuant to the Agency Lease, the Company will be required to pay all Special District Taxes lawfully levied and/or assessed against the Project Facility.

d. Consequence of Denial of Exemption Application. Notwithstanding anything to the contrary contained herein or in the Company Lease and the Agency Lease, in the event the Exemption Application is denied for any reason, the Company shall pay (and hereby agrees to pay, subject to the Company's right to challenge the underlying assessments on the Project Facility pursuant to the terms hereof) all Real Property Taxes levied upon the Project 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 Project Facility continues to qualify as a "project" under the Act; (ii) neither the Project Facility nor any part of or interest in it would be in any danger of being sold (except as permitted under the Agency Lease), 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 Property Taxes except to the extent that such denial results solely from the failure of the Agency or its representatives to timely file the Exemption Application with the appropriate assessor(s) or the Real Property Tax Office of the County.

Section 2.3. Scope of Exemption.

This Agreement shall cover the Company's interest in the Project Facility but shall not cover the interests of underlying landowners or improvements owned by underlying landowners. The Company will work with the Town assessor to separately identify the Project Facility using sub-parcels or separate parcels under the Town's tax parcel identification system.

Section 2.4. Term and PILOT Payment Years.

The term of this Agreement (the "*Term*") shall commence as of the date of this Agreement and shall expire on December 31 of the fiscal years of the Town and the County associated with the last PILOT Payment Year (defined below) hereunder. This Agreement shall provide for payments in-lieu of Real Property Taxes that would otherwise be due ("*PILOT*

Payments") with respect to the Tax Years associated with the first fifteen (15) annual assessment rolls commencing with the Tax Year following the COD Taxable Status Date, as illustrated in the schedule in Section 2.7(a) below (each a "*PILOT Payment Year*"). For example, the PILOT Payment Year associated with the 2022 assessment roll year (based on the March 1, 2022 taxable status date) covers the 2022-2023 fiscal year of the School District and to the 2023 fiscal years of the Town and the County.

Section 2.5. PILOT Payments.

a. PILOT Payment Amount. Commencing with the first Tax Year following the COD Taxable Status Date, the Company shall make annual PILOT Payments to the Agency for the benefit of the Tax Jurisdictions in the amounts set forth in the table below.

PILOT Payment Year	PILOT Payment ($)
1	23,948.54
2	23,478.96
3	23,018.59
4	22,567.24
5	22,124.75
6	21,690.93
7	21,265.62
8	20,848.64
9	20,439.85
10	20,039.07
11	19,646.14
12	19,260.93
13	18,883.26
14	18,513.00
15	18,150.00

b. Supplemental PILOT Payments for Additional Improvements. Future improvements that do not become part of the Project Facility or are not directly and solely related to the operation of the Project shall not be covered by this Agreement. However, in the event the Company expands or constructs an addition to the Project Facility that is subject to the Company Lease and the Agency Lease ("*Additional Improvements*"), the Company shall make supplemental PILOT payments ("*Supplemental PILOT Payments*") for the remainder of the Term following the first taxable status date occurring after construction of such Additional Improvements. Supplemental PILOT Payments shall be determined based on the assessment placed on any such Additional Improvements by the Town assessor. The Town assessor shall (a) appraise the Additional Improvements in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes upon the Additional Improvements (the "*Additional Assessed Value*"), equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value. Supplemental PILOT Payments shall equal the Additional Assessed Value times the combined property tax rate for the Tax Jurisdictions for each PILOT Payment Year for which a Supplemental PILOT Payment is owed. Supplemental PILOT Payments shall be due at the same time PILOT Payments are due.

c. Allocation of PILOT Payments. PILOT Payments shall be allocated among the Tax Jurisdictions in proportion to the amount of real property tax and other taxes which would have been received by each Tax Jurisdiction had the Project not been tax exempt due to the involvement of the Agency.

Section 2.6. Credits for Real Property Tax Payments.

Any Real Property Taxes paid by the Company to the Tax Jurisdictions with respect to the Project Facility or any portion thereof during the Term will be applied as a credit against PILOT Payments due under this Agreement. No credit shall be given for any Special District Taxes paid by the Company. If the Company desires to claim a credit against any particular PILOT Payment due hereunder, the Company shall give the tax levying Tax Jurisdiction(s) and the Agency prior written notice of its intention to claim any credit pursuant to the provisions of this Section, such notice to be given by the Company at least ten (10) days prior to the final date by which such PILOT Payment must be paid hereunder. Such credit shall be applied against the allocated share(s) of the next annual PILOT Payment made to the levying Tax Jurisdiction(s).

Section 2.7. Due Dates, Invoices, and Late Payments.

a. Due Dates. The first PILOT Payment shall be due on or before the first January 31 following the COD Taxable Status Date. Thereafter, each annual PILOT Payment shall be due on or before January 31 of the applicable PILOT Payment Year, as illustrated in the schedule shown below. The following table is intended to serve as an illustration of the timing of PILOT Payments under this Agreement, and associated fiscal years of the Tax Jurisdictions, if the Project has a COD Taxable Status Date of March 1, 2022.

PILOT Payment Year	Town Roll Year	Town / County Tax Year	School District Tax Year	PILOT Payment Due Date
1	2022	2023	2022-2023	January 31, 2023
2	2023	2024	2023-2024	January 31, 2024
3	2024	2025	2024-2025	January 31, 2025
4	2025	2026	2025-2026	January 31, 2026
5	2026	2027	2026-2027	January 31, 2027
6	2027	2028	2027-2028	January 31, 2028
7	2028	2029	2028-2029	January 31, 2029
8	2029	2030	2029-2030	January 31, 2030
9	2030	2031	2030-2031	January 31, 2031
10	2031	2032	2031-2032	January 31, 2032
11	2032	2033	2032-2033	January 31, 2033
12	2033	2034	2033-2034	January 31, 2034
13	2034	2035	2034-2035	January 31, 2035
14	2035	2036	2035-2036	January 31, 2036
15	2036	2037	2036-2037	January 31, 2037

b. Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Tax Jurisdiction a copy of this Agreement within fifteen (15) days of the execution and delivery hereof. The Agency shall submit to the Company periodic statements specifying the amount and due date of the PILOT Payments due hereunder, such periodic statements to be

submitted to the Company at approximately the times that tax bills are billed by the Town and the County.

c. Payee. PILOT Payments shall be made by the Company to the Agency at the following address:

Jefferson County Industrial Development Agency
800 Starbuck Avenue
Watertown, New York 13601

It is understood that the Agency shall receive PILOT Payments in trust for the Tax Jurisdictions. The Agency shall remit to each Tax Jurisdiction its allocated share of such PILOT Payment within thirty (30) days of receipt of same.

d. Late Payments. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any PILOT Payment on or before the due date, the Company shall pay the same to the Agency for distribution to the Tax Jurisdictions, together with a late payment penalty equal to five percent (5%) of the amount due (excluding interest) for the first month of such delinquency, an additional penalty of one percent (1%) of the amount due (excluding interest) for each month or fraction thereof that the PILOT Payment remains delinquent beyond the first month, and interest on the delinquent PILOT Payment (excluding penalties) equal to one percent (1%) per month or fraction thereof until the PILOT Payment, penalties and interest are paid in full.

Section 3. Default.

a. Event of Default. Any one or more of the following events shall constitute an event of default under this Agreement, and the terms "*Event of Default*" or "*Default*" shall mean, whenever they are used in this Agreement, any one or more of the following events:

i. Failure of the Company to make PILOT Payments by the due date; *provided, however*, that the Company and any Financing Party (as defined in the Agency Lease) shall have an opportunity to cure such non-payment by paying the full amount of the PILOT Payment, together with any penalties and interest thereon, within fifteen (15) days of receipt of written notice of Default with respect to such non-payment;

ii. Failure of any Party, or in the case of the Company, the Company and any Financing Party (as defined in the Agency Lease), to perform its obligations under this Agreement, other than the payment of PILOT Payments, for a period of thirty (30) days after written notice of Default from another Party to the defaulting Party specifying the nature of such Default and requesting that it be remedied; *provided, however*, that if such failure is not feasibly capable of cure within thirty (30) days, the defaulting Party, or in the case of the Company, the Company and any Financing Party (as defined in the Agency Lease), shall be granted additional time to effect cure, provided the effort to cure has been commenced within such thirty (30) day period and prosecuted with due diligence; or

iii. Any material warranty, representation or other statement made by or on behalf of any Party contained in this Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Agreement and, in each

case, any material adverse effect of such false or incorrect representation or warranty is not eliminated or addressed to the reasonable satisfaction of the non-defaulting Party within a period of thirty (30) days after receipt of notice by the defaulting Party. If such false or incorrect representation or warranty is not feasibly capable of cure within thirty (30) days, the defaulting Party, or in the case of the Company, the Company and any Financing Party (as defined in the Agency Lease), shall be granted additional time to effect cure, provided the effort to cure has been commenced within such thirty (30) period and prosecuted with due diligence.

b. Remedies Upon Default. Upon the occurrence of an uncured Event of Default as specified under this Agreement, a non-defaulting Party may, at its sole discretion, elect to (i) terminate this Agreement by providing the defaulting Party at least thirty (30) days' advance written notice of its election to terminate, or (ii) bring an action or proceeding in New York State Supreme Court, Jefferson County, seeking such remedy or remedies as the non-defaulting Party may elect, including, but not limited to, an order directing specific performance of any obligation which the defaulting Party has failed to discharge, including but not limited to the basis for the declaration of Default; *provided, however*, that prior to the exercise of any remedy hereunder, the non-defaulting Party must provide the defaulting Party with at least fifteen (15) days' prior written notice of such Default.

Section 4. Notices.

All notices, certificates, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agency Lease shall be in writing and shall be mailed, telecopied, or delivered (or transmitted by electronic mail, with permission) to the Parties at the respective addresses set forth below:

To the Agency:

Jefferson County Industrial Development Agency
800 Starbuck Avenue
Watertown, New York 13601
Attention: Chief Executive Office

With a copy to:

Peter H. Swartz, Esq.
Matthew S. Moses, Esq.
Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, NY 13152

To the Company:

NY USLE Carthage SR26 B LLC
Attn: Daniel Gulick
600 Third Ave, 38th Floor
New York, NY 10016

With a copy to:

Genevieve M. Trigg, Esq.
Barclay Damon LLP
80 State Street
Albany, NY 12207

The Agency and the Company may, by notice given hereunder, designate any further or different addresses or modes of communication to which subsequent notices, certificates and other communications shall be sent.

Section 5. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State without giving effect to the conflict of laws principles thereof. All disputes arising out of or in connection with this Agreement shall be decided in the first instance by the New York State Supreme Court, Jefferson County, to the exclusion of all other courts, except that the Parties shall have all appeal rights allowed by State law. The Parties executing this Agreement hereby submit to the jurisdiction of the New York State Supreme Court, Jefferson County, for purposes of all such suits.

b. Severability. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected so long as the Parties renegotiate the unenforceable or invalid provision(s) in order to accomplish the goal and intent of this Agreement.

c. No Recourse; Limited Obligations of the Parties. All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any member, officer, official, agent, servant, employee, or affiliate of the Parties. No recourse or claim based upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had, brought or asserted, directly or indirectly, against any past, present, or future member, officer, official, agent, servant, employee, or affiliate of the Parties. All such liability of any such member, officer, official, agent, servant, employee, or affiliate is hereby, to the extent permitted by law, expressly waived and released by the Parties as part of the consideration for execution of and entry into this Agreement.

d. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding of the Parties and it supersedes all prior agreements and understandings, written or oral, between the Parties. This Agreement may not be amended except by an instrument in writing signed by the Parties hereto.

e. Assignment. This Agreement may only be assigned by the Company in connection with an assignment of its interest in the Agency Lease, and any such assignment shall be subject to all of the terms and conditions of the Agency Lease.

f. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

g. Termination.

i. Company Option to Terminate. The Company shall have the option to terminate this Agreement in connection with its election to terminate the Agency Lease, and any such election to terminate shall be subject to all of the terms and conditions of the Agency Lease.

ii. Agency Option to Terminate Following Event of Default. Following an Event of Default by the Company and a failure on the part of the Company and any Financing Party to cure such Default, the Agency may elect to terminate this Agreement, subject to the notice requirements in Section 3 hereof.

iii. Payments Upon Termination. Following termination of this Agreement, the parties anticipate that the Tax Jurisdictions will levy or re-levy Real Property Taxes on the Project Facility for all or portions of the Tax Years following the Tax Years covered by the final PILOT Payment. In the event this Agreement is terminated effective as of a date after the commencement of the current fiscal year of School District and before the Company's payment of the PILOT Payment falling due on January 31 of that fiscal year, the Company shall, not later than the effective date of termination, make a partial PILOT Payment to the Agency equal to the elapsed portion of that fiscal year at the time of termination multiplied by the portion of the forthcoming PILOT Payment which would have been due the School District pursuant to Section 2.5 above.

h. Execution in Counterpart. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement, and any amendments hereto or, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (PDF), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No Party shall raise the use of a facsimile machine or electronic transmission in PDF to deliver a signature or the fact that any signature was transmitted or communicated through such means as a defense to the formation of an agreement and each Party forever waives any such defense.

i. Section Headings Not Controlling. The section headings in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

j. Effective Date. This Agreement shall be effective as of the date first written above.

k. Right to Contest Assessments. In the event that, during the term hereof, an assessment shall be placed on any portion of the Project by the Town, the Company shall have the rights of an owner of taxable property to challenge any such assessment, including seeking judicial review of an assessment pursuant to Article 7 of the RPTL.

l. Change in Identification Numbers. The change, amendment, increase, or decrease of the tax identification or parcel numbers currently used by the Town to identify or classify all or any part of the Project Facility shall not cause this Agreement to change.

m. Indemnification. The Company shall indemnify, defend and hold the Agency (and its directors, officers, members, agents (except the Company), employees, servants and their successors, representative and assigns) harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever in relation to the Project, including expenses incurred by the Agency (and its directors, officers, members, agents (except the Company), employees, servants and their successors, representatives and assigns), including attorneys' fees, in defending any claim, suit or action which may result as a result of the foregoing.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY: [redacted]
David J. Zembiec
Chief Executive Officer

NY USLE CARTHAGE SR26 B LLC

BY: _____
Joshua Feldman
Authorized Representative

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
David J. Zembiec
Chief Executive Officer

NY USLE CARTHAGE SR26 B LLC

BY: [redacted]
Joshua Feldman
Authorized Representative

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

On the 27th day of May, in the year 2021, 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 she/he executed the same in her/his capacity, and that by her/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)
)ss:
COUNTY OF)

On the _____ day of _____, in the year 2021, before me, the undersigned, personally appeared **Joshua Feldman**, 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 she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the _____ day of _____, in the year 2021, 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 she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF New York)
)ss:
COUNTY OF New York)

On the 28th day of May, in the year 2021, before me, the undersigned, personally appeared **Joshua Feldman**, 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 she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[redacted]
Notary Public

Rebecca Francois
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. [redacted]
Qualified in New York County
Commission Expires December 16, 2023