THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT (the "Agreement"), dated as of September 17, 2025, by and between VALLEY SOLAR NY LLC f/k/a SUNEAST VALLEY SOLAR LLC, a limited liability company organized and validly existing under the State of Delaware and authorized to do business in the State of New York, with a primary office address of c/o Cordelio Power, 7000-100 King Street West, Ontario M5X 1A9 (the "Company") and the TIOGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public-benefit corporation duly organized and validly existing under the laws of the State of New York, with an office for the transaction of business located at 56 Main Street, Owego, New York 13827 (the "Agency") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Title 1 of Article 18-A, as amended, of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "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, renovate, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties deemed necessary in connection therewith, whether or not now in existence or under construction or renovation, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities on such terms and conditions as it deems advisable, to issue its bonds for the purpose of carrying out any of its corporate purposes; and, as security for the payment of the principal and redemption price of, and interest on, any such bonds so issued and any agreements made in connection therewith, to pledge the revenues and receipts from its facilities or from the lease thereof; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, Chapter 534 of the Laws of 1971, as amended, of the State (collectively, the "Act") created the Tioga County Industrial Development Agency (the "Agency"), which is empowered under the Act to undertake the providing, financing and leasing of the facility described below; and

WHEREAS, the Agency was created as a public benefit corporation pursuant to and for the purposes specified in Title 1 of Article 18-A of the General Municipal Law; and

WHEREAS, the Company has agreed to a lease/leaseback transaction with the Agency on the property located on 73.235+/- acres of land situate at Montrose Turnpike in the Town of Owego, Tioga County, New York, more particularly described as Tioga County Tax Map Number 140.00-1-35.1; 1.071+/- acres of land situate at Montrose Turnpike E/s in the Town of Owego, Tioga County, New York, more particularly described as Tioga County Tax Map Number 140.00-1-18.11; 2.603+/- acres of land situate at 1167 Montrose Turnpike in the Town of Owego, Tioga County, New York, more particularly described as Tioga County Tax Map Number 140.00-1-19; 71.34+/- acres of land situate at 2605 Montrose Turnpike in the Town of Owego, Tioga County, New York, more particularly described as Tioga County Tax Map Number 140.00-1-64; and 58.796+/- acres of land situate at 2517 Montrose Turnpike in the Town of Owego, Tioga County, New York, more particularly described as Tioga County Tax Map Number 140.00-1-67 (collectively, the “Premises”), as shown on Exhibit “A” attached hereto, the construction on the Premises of a ground mounted utility scale solar energy generation system (the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the "Equipment") (the Premises, the Facility, and the Equipment being hereinafter collectively referred to as the "Project"), and to lease the Project from the Agency; and

WHEREAS, the Agency will lease the Project from the Company pursuant to a certain lease agreement (the "Lease Agreement,") and the Agency will lease the Project back to the Company pursuant to a certain leaseback agreement (the "Leaseback Agreement") for a term not to exceed eighteen (18) years; and

WHEREAS, the Agency is exempt from the payment of taxes and assessments imposed upon real property, and as a further condition related to the leasing of the Project, the Company has agreed that, notwithstanding such exemption, the Company will nevertheless make payments to the Town of Owego (the "Town"), the Owego Apalachin Central School District (the "School District") and the County of Tioga (the "County") while occupying the Project in lieu of general tax levies.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed as follows:

1. Pursuant to Section 874 of the General Municipal Law and Section 412-a of the Real Property Tax Law, the Parties hereto understand that, upon the acquisition by lease of the Project by the Agency and the filing of an Application for Real Property Tax Exemption Form RP-412-a (the "Exemption Form") with respect to the Project, and for so long thereafter as the Agency has a leasehold interest in the Project, the Project shall be assessed by the various taxing entities having jurisdiction over the Project, including, without limitation, the Town, the School

District, and the County as exempt on their respective assessment rolls prepared subsequent to the acquisition by the Agency by lease of the Project and the filing of the Exemption Form. The Parties hereto understand that the Project shall not be entitled to such exempt status on any tax roll until the first tax year following the tax status date subsequent to the date upon which the Agency acquires a leasehold interest in the Project and an Exemption Form is filed. The Company shall be required to pay all taxes and assessments lawfully levied and/or assessed against the Project, including taxes and assessments levied for the current tax year and all subsequent years until the Project is entitled to exempt status on the tax roll. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project, including the preparation and filing of the Exemption Form.

2. During each tax year in which the Project shall be tax exempt, the Company agrees to pay to the Town, the School District, and the County, the PILOT payments as shown on the PILOT Schedule attached hereto as Exhibit "B."

3. The Town, the School District and the County shall separately bill the Company for each in-lieu-of payment due hereunder. For the purposes of this Agreement, the term "Timely Payment" shall be defined as payment made within thirty (30) days after receipt by the Company of a written bill demanding payment.

4. Should the Company use the Project for other than ground mounted utility scale solar energy generation system, or allied purposes such as defined in Article 18-A of the General Municipal Law, or acquire title during the term of this Agreement to the leased Project from the Agency, this Agreement shall terminate immediately and the Premises shall be returned to the non-exempt portion of the tax roll and be subject to taxation thereafter, including any portion of a tax year not otherwise covered by this Agreement.

5. If any default shall be made in the payment referred to in Paragraph 2, supra, the Company hereby agrees to pay the same to the extent above specified:

A. Without requiring any notice of non-payment or of default to the Company, the Agency, or to any other person;

B. Without proof of demand.

6. The Parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law and Section 412-A of the Real Property Tax Law does not entitle the Agency to an exemption from special assessments and special ad valorem levies such as, but without limitation, charges for metered water and sewer rent. The Company hereby agrees to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project.

7. Pursuant to Section 858 (15) of the General Municipal Law, the Agency agrees to give the Town, the School District and the County a copy of this PILOT agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy thereof be given to the appropriate officer or officers with respect to each taxing jurisdiction responsible for preparing the tax rolls for said jurisdiction, together with a request that said officer or officers submit to the Company and the appropriate receiver of taxes periodic statements specifying the amount and due date or dates of the payments due to each hereunder. Such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such jurisdictions.

8. The Company agrees to pay the amounts due hereunder to each particular taxing jurisdiction in any calendar year to the appropriate receiver of taxes within the period that such taxing entity allows the payment of taxes levied in such calendar year without penalty. The

Company shall be entitled to receive receipts for such payments.

9. If the Company shall fail to make any payment required by this PILOT Agreement when due, the Agency may, upon thirty (30) days written notice to the Company, terminate this Agreement and return the Premises to the taxable portion of the tax roll. Pursuant to Section 874(5) of the General Municipal Law, any late payments shall be subject to a penalty of five percent (5%) of the amount due and, thereafter, the Company shall be subject to a late-payment penalty of one (1%) percent per month for each month, or part thereof, that the payment due thereunder is delinquent beyond the first month plus interest thereon, to the extent permitted by law, at the greater of (a) one (1%) percent per month, or (b) the rate per annum which would have been payable if such amount were delinquent taxes, until so paid in full.

10. Pursuant to Section 874(6) of the General Municipal Law, if the Company should default in performing any of its obligations, covenants or agreements under this PILOT Agreement and the Agency or any taxing jurisdiction should employ attorneys or incur other expenses for the collection of any amounts payable hereunder, or for the enforcement or performance or observation of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefore, pay to the Agency or such taxing jurisdiction, as the case may be, not only the amounts adjudicated due hereunder, together with the late-payment penalty and interest due thereon, but also reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred whether or not an action is commenced.

11. Notwithstanding the foregoing, the Agency reserves the right to terminate, modify, or recapture any benefits provided to the Company pursuant to this PILOT Agreement, as well as any other benefit provided to the Company, in accordance with the policy of the

Agency set forth in Exhibit "C" attached hereto.

12. No remedy herein conferred upon or reserved to the Agency or any taxing jurisdiction is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this PILOT Agreement or now and hereafter existing at law or in equity or by statute. No delay or admission in exercising any such right or power accruing upon a default hereunder shall impair any such right or power or be construed as a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

13. All notices, demands or communications required to be given under this Agreement shall be forwarded simultaneously by certified mail or Federal Express, or other similar overnight delivery service, to the respective addresses of the Parties hereinafter set forth or to such other place(s) as any of the Parties hereto may, from time to time, designate by written notice to the other.

To the Agency:	Tioga County Industrial Development Agency 56 Main Street Owego, New York 13827 Attn: Chairman
with a copy to:	Joseph B. Meagher, Esq. Thomas, Collison & Meagher 1201 Monroe Street P.O. Box 329 Endicott, New York 13761-0329
To the Company:	Valley Solar NY LLC c/o Cordelia Power 7000-100 King Street West Toronto ON M5X 1C9 Attn: Christopher Hind, CFO

with a copy to: Robert A. Panasci, Esq.
Young/Sommer LLC
500 Federal Street
Troy, New York 12080

14. The Town, the School District, the County, the Agency and the Company as used herein shall include their successors and assigns. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, any future owners of the Project and the Company's successors and assigns.

15. This Agreement shall remain in effect until termination or expiration of the Leaseback Agreement from the Agency to the Company which, by its terms, expires February 1, 2044.

16. This PILOT Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document. In addition, the Parties may transmit signed copies of this PILOT Agreement by e-mail and/or facsimile and both Parties intend to be bound by the signatures on any document which is transmitted by e-mail and/or facsimile. Each Party is aware that the other Party will rely on the e-mail and/or facsimile transmitted signatures, and both Parties hereby waive any defenses to the enforcement of the terms of this PILOT Agreement based on the form of signature.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused this PILOT Agreement to be duly executed the date set forth hereinabove.

TIOGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY	VALLEY SOLAR NY LLC
By: ______________________	By: ______________________
Jonathan Ward, Chairman	**Christopher Hind** **Chief Financial Officer**

IN WITNESS WHEREOF, the Parties hereto have caused this PILOT Agreement to be duly executed the date set forth hereinabove.

TIOGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: ______________________________
Jonathan Ward, Chairman

VALLEY SOLAR NY LLC

By: ______________________________
Christopher Hind
Chief Financial Officer

STATE OF NEW YORK:
: ss.:
COUNTY OF BROOME:

On this 17th day of September, 2025, before me, the undersigned, personally appeared JONATHAN WARD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

JOSEPH B. MEAGHER
Notary Public, State of New York
Broome County 02ME4974837
Commission Expires Nov. 26, 2024

PROVIDENCE OF ONTARIO:
: ss.:
CITY OF TORONTO :

On this ______ day of September, 2025, before me, the undersigned, personally appeared CHRISTOPHER HIND, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK:
: ss.:
COUNTY OF BROOME:

On this 17th day of September, 2025, before me, the undersigned, personally appeared JONATHAN WARD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PROVIDENCE OF ONTARIO:
: ss.:
CITY OF TORONTO :

On this 23rd day of September, 2025, before me, the undersigned, personally appeared CHRISTOPHER HIND, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SAHANA SRIRANGANATHAN NOTARY PUBLIC ONTARIO

SAHANA SRIRANGANATHAN
Licensed Paralegal & Notary Public
In and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given. LSO #P13762

EXHIBIT "A"

Creative Enterprises Owego LLC

Montrose Turnpike, Town of Owego, Tioga County, New York; 140.00-1-35.1 (71230053)

LEASEHOLD PARCEL:

ALL THAT PIECE OR PARCEL OF LAND situate in the Town of Owego, County of Tioga and the State of New York, bounded and described as follows:

Commencing at a point located at the intersection of the Easterly line of Montrose Turnpike with the division line between the lands now or formerly of Suneast Valley Solar LLC (Instrument No. 2024-00001858) on the North and the lands now or formerly of Creative Enterprises Owego, LLC (Instrument 190539-005) on the South; Thence from point of commencement and along said division line, North 84°42'50"East, 40.54 feet to the point of beginning; Thence from said point of beginning and continuing along said division line, North 84°42'50" East, 1204.23 feet to a point; Thence through the aforesaid lands of Creative Enterprises Owego, LLC, the following nine courses: 1) South 50°39'24" East, 25.89 feet to a point; 2) South 42°16'29" East, 34.30 feet to a point; 3) South 78°07'29" East, 231.23 feet to a point; 4) North 67°20'55" East, 230.56 feet to a point; 5) North 84°42'50" East, 452.98 feet to a point; 6) South 43°50'29" East, 15.92 feet to a point; 7) North 49°12'41" East, 5.01 feet to a point; 8) South 43°50'29" East, 1091.67 feet to a point and 9) South 73°50'57" East, 1153.32 feet to a point; Thence along other lands now or formerly of Suneast Valley Solar LLC (Instrument 2024-00001858), the following five courses: 1) South 81°52'16" West, 211.27 feet to a point; 2) South 85°24'07" West, 1394.74 feet to a point; 3) South 83°59'13" West, 258.56 feet to a point; 4) South 85°50'32" West, 420.68 feet to a point and 5) South 85°14'58" West, 471.47 feet to a point; Thence through the aforesaid Lands of Creative Owego, LLC, the following three courses: 1) North 88°53'23" West, 391.72 feet to a point; 2) South 85°18'41" West, 211.44 feet to a point and 3) North 15°06'54" West, 446.10 feet to a point; Thence along the lands now or formerly of Michele Ayers and Robert Guinane (Instrument No. 2018-00004263), the following three courses: 1) North 13°39'01" West, 205.42 feet to a point; 2) South 86°38'02" West, 206.00 feet to a point and 3) South 77°51'58" West, 135.74 feet to a point; Thence through the aforesaid Lands of Creative Enterprises Owego, LLC, the following two courses: 1) North 14°06'21" West, 227.64 feet to a point and 2) North 14°31'31" West, 415.15 feet to the point or place of beginning.

Containing in all 73.235 acres of land being more or less.

EXHIBIT "A" (Continued)

Jessica Belles a/k/a Jessica Morris and James Morris

Montrose Turnpike E/s, Town of Owego, Tioga County, New York; 140.00-1-18.11

TRANSMISSION AND ACCESS EASEMENT PARCEL:

ALL THAT PIECE OR PARCEL OF LAND situate in the Town of Owego, County of Tioga and the State of New York, bounded and described as follows:

Beginning at a point on the Westerly Line of Lesley Mcclelland (Instr. 137343-001) being the Division Line between the lands now or formerly of New York State Electric & Gas Corp. (Book 264, Page 297) on the South and the lands now or formerly of Jessica Belles and James Morris (Instr. 2017-3140) on the North, said point of beginning having a New York State Plane Coordinate of (N: 759588.56, E: 912056.12); Thence from said point of beginning and along the aforesaid Northerly Line of New York State Electric & Gas Corp., South 84'55'54" West, 932.72 feet to a point; Thence through the lands of said Belles and Morris, the following two courses, 1) North 05'04'06" West, 50.00 feet to a point and 2) North 84'55'54" East, 934.14 feet to a point; Thence along the aforesaid lands of Mcclelland, South 03'26'31" East, 50.02 feet to the point or place of beginning.

Containing in All 1.071 acres of land being more or less

EXHIBIT "A" (Continued)

Lesley McClelland

1167 Montrose Turnpike, Town of Owego, Tioga County, New York; 140.00-1-19

TRANSMISSION AND ACCESS EASEMENT PARCEL:

ALL THAT PIECE OR PARCEL OF LAND situate in the Town of Owego, County of Tioga and the State of New York, bounded and described as follows:

Beginning at a point on the Westerly Line of Lesley Mcclelland (Instr. 137343-001) said point being the Division Line between the lands now or formerly of New York State Electric & Gas Corp. (Book 264, Page 297) on the South and the lands now or formerly of Jessica Belles and James Morris (Instr. 2017-3140) on the North, said point of beginning having a New York State Plane Coordinate (Central Zone) of (N: 759,588.560, E: 912,056.123); thence from said point of beginning and along the aforesaid Jessica Belles and James Morris Line, North 03'26'31" West, 50.02 feet to a point; thence through the lands of said Mcclelland, the following three courses: 1) North 85'05'44" East, 354.73 feet to a point; 2) North 84'46'24" East, 367.29 feet to a point and 3) South 03'36'47" East, 1603.84 feet to a point: thence along the lands now or formerly of Suneast Valley Solar LLC (Instrument 2024-00001858), South 86'00'01" West, 50.00 feet to a point; thence through the lands of aforesaid Mcclelland, the following two courses: 1) North 03'36'47" West, 1552.89 feet to a point and 2) South 84'55'55" West, 672.15 feet to the point or place of beginning.

Containing in all 2.603 acres of land being more or less

EXHIBIT "A" (Continued)

SunEast Valley Solar LLC

2605 Montrose Turnpike, Town of Owego, Tioga County, New York; 140.00-1-64 (71320056)

FEE PARCEL

ALL THAT PIECE OR PARCEL OF LAND situate in the Town of Owego, County of Tioga and the State of New York, bounded and described as follows:

Beginning at a point located at the intersection of the northerly line of Montrose Turnpike with the division line between the lands now or formerly of Fred Johnston (Instr. 2014-2948) on the west and the lands now or formerly of John & Joan Rowland (Liber 348, Page 284) on the east; thence in a northerly and westerly direction, along said division line, the following two courses: 1) North 04°55'04" West, 649.96 feet to a point and 2) South 65°50'53" West, 656.90 feet to a point; thence in a northerly direction, along the lands now or formerly of Christopher and Jeanette Marinich (Liber 704, Page 126), North 04°55'04" West, 650.69 feet to a point; thence in an easterly direction, along the lands now or formerly of Lesley McClelland (Instr. 137343-001) and William and Elna Betts (Instr. 145727-001), the following five courses: 1) North 86°00'01" East, 396.42 feet to a point; 2) North 87°25'13" East, 269.11 feet to a point; 3) North 86°00'51" East, 717.04 feet to a point; 4) North 86°52'03" East, 329.24 feet to a point and 5) North 85°37'41" East, 636.52 feet to a point; thence in a southeasterly direction, along the lands now or formerly of Jeffrey Barnes, et al. (Liber 479, Page 71), the following five courses:

1) South 01°11'55" West, 261.72 feet to a point; 2) South 43°51'25" East, 155.67 feet to a point; 3) North 81°43'10" East, 397.15 feet to a point; 4) South 40°18'53" East, 270.54 feet to a point and 5) South 01°01'12" East, 1066.55 feet to a point; thence in a westerly direction, along the lands now or formerly of Creative Enterprises Owego, LLC (Instr. 190539-005), South 84°42'50" West, 1304.39 feet to a point; thence in a northerly direction, along the easterly line of Montrose Turnpike, the following two courses: 1) North 15°10'15" West, 145.02 feet to a point and 2) North 14°26'07" West, 252.68 feet to a point; thence in a northerly westerly and southerly direction, along the lands now or formerly of Dale and Donna Burrell (Liber 646, Page 13), North 30°35'18" East, 595.94 feet to a point; thence through the aforesaid lands of Rowland, the following four courses: 1) South 52°00'36" East, 35.29 feet to a point; 2) North 30°35'18" East, 125.62 feet to a point; 3) North 52°00'36" West, 113.36 feet to a point and 4) South 49°13'09" West, 127.00 feet to a point; thence along the aforesaid lands of Burrell, the following two courses: 1) North 89°59'24" West, 477.63 feet to a point and 2) South 23°20'57" West, 422.52 feet to a point; thence in a westerly direction and along the northerly line of Montrose Turnpike, the following three courses: 1) North 83°48'01" West, 193.87 feet to a point; 2) along a curve to the left having a radius of 377.77 feet, an arc length of 179.17 feet and bearing a chord of South 82°36'44" West, 177.50 feet to a point and 3) South 64°57'12" West, 129.58 feet to the point or place of beginning.

Containing in all 71.34 acres of land being more or less.

EXHIBIT "A" (Continued)

SunEast Valley Solar LLC

2517 Montrose Turnpike, Town of Owego, Tioga County, New York; 140.00-1-67

FEE PARCEL

ALL THAT PIECE OR PARCEL OF LAND situate in the Town of Owego, County of Tioga and the State of New York, bounded and described as follows:

Beginning at a point located at the intersection of the easterly line of Montrose Turnpike with the division line between the lands now or formerly of Joseph Rowland (Liber 565, Page 121) on the north and the lands now or formerly of John & Joan Rowland (Liber 342, Page 762) on the south; thence in a easterly and northerly direction, along said division line, the following three courses: 1) North 79°49'17" East, 402.96 feet to a point; 2) North 85°19'27" East, 150.00 feet to a point and 3) North 04°40'33" West, 174.63 feet to a point; thence in an easterly direction, along the lands now or formerly of Creative Enterprises Owego, LLC (Instr. 190539-005), the following seven courses: 1) North 85°14'58" East, 860.72 feet to a point; 2) North 85°50'32" East, 420.68 feet to a point; 3) North 83°59'13" East, 258.56 feet to a point; 4) North 85°24'07" East, 1394.74 feet to a point; 5) North 81°52'16" East, 230.44 feet to a point; 6) North 85°29'41" East, 250.50 feet to a point and 7) North 77°44'50" East, 153.75 feet to a point; thence in a southerly direction and along the lands now or formerly of JNJ Outfitters, LLC (Instr. 2014-5114), the following five courses: 1) South 04°04'40" East, 501.34 feet to a point; 2) South 50°59'11" West, 156.26 feet to a point; 3) South 59°20'23" West, 199.96 feet to a point; 4) South 35°06'45" West, 190.11 feet to a point and 5) South 29°44'45" West, 275.98 feet to a point; thence in a westerly direction and along the lands now or formerly of Haven of Peace (Liber 275, Page 471), the following four courses: 1) South 83°41'56" West, 477.65 feet to a point; 2) South 84°55'31" West, 528.86 feet to a point; 3) South 86°13'22" West, 500.79 feet to a point; 4) South 83°59'02" West, 403.36 feet to a point; thence through the aforesaid lands of John & Joan Rowland, the following eight courses: 1) North 06°00'58" West, 585.00 feet to a point; 2) North 00°00'00" East, 147.83 feet to a point; 3) North 90°00'00" West, 161.46 feet to a point; 4) North 00°00'00" East, 216.32 feet to a point; 5) South 85°14'58" West, 745.01 feet to a point; 6) South 25°14'58" West, 201.76 feet to a point; 7) South 85°19'27" West, 221.40 feet to a point and 8) South 79°49'17" West, 391.78 feet to a point; thence in a northerly direction and along aforesaid easterly line of Montrose Turnpike, North 15°56'42" West, 75.38 feet to the point or place of beginning.

Containing in all 58.796 acres of land being more or less.

<u>EXHIBIT "B"</u>

(SEE ATTACHED PILOT PAYMENT SCHEDULE)

SUNAEST VALLEY SOLAR LLC PILOT

Year	Estimated Real Property Tax**	PILOT Payment Amount*	Real Property Tax Abatement
Construction Period	$0	$0	$0
1	$209,802.77	$200,000.00	$9,802.77
2	$213,998.83	$204,000.00	$9,998.83
3	$218,278.80	$208,080.00	$10,198.80
4	$222,644.38	$212,241.60	$10,402.78
5	$227,097.27	$216,486.43	$10,610.84
6	$231,639.21	$220,816.16	$10,823.05
7	$236,272.00	$225,232.48	$11,039.52
8	$240,997.44	$229,737.13	$11,260.31
9	$245,817.39	$234,331.88	$11,485.51
10	$250,733.73	$239,018.51	$11,715.22
11	$255,748.41	$243,798.88	$11,949.53
12	$260,863.38	$248,674.86	$12,188.52
13	$266,080.64	$253,648.36	$12,432.28
14	$271,402.26	$258,721.33	$12,680.93
15	$276,830.30	$263,895.75	$12,934.55
16	$282,366.91	$269,173.67	$13,193.24
17	$288,014.25	$274,557.14	$13,457.11
18	$293,774.53	$280,048.28	$13,726.25
Total	$4,492,362.50	$4,282,462.46	$209,900.04

***Note: lump sum PILOT payment amount is based on $10,000/MW X 20 MW**

includes a 2% annual escalation over the eighteen (18) year agreement

**Note: Real Property Taxes estimated for $4,375,823 total assessment based on a 2023 Town, County, and 2022-23 School + 2%, combined tax rate of 47.945900 and increased by 2% each following year. For this estimate, year 1 is anticipated to be 2024.

According to this estimated PILOT financial model, over a period of eighteen (18) years, SUNEAST VALLEY SOLAR, LLC would be afforded an estimated real property tax abatement of $209,900.04.

DISTRIBUTION OF SUNAEST VALLEY SOLAR LLC PILOT

Year	Total PILOT Payment*	Town Amount	County Amount	School Amount
Construction Period	$0	$0	$0	$0
1	$200,000.00	66,666.67	66,666.67	66,666.67
2	$204,000.00	68,000.00	68,000.00	68,000.00
3	$208,080.00	69,360.00	69,360.00	69,360.00
4	$212,241.60	70,747.20	70,747.20	70,747.20
5	$216,486.43	72,162.14	72,162.14	72,162.14
6	$220,816.16	73,605.39	73,605.39	73,605.39
7	$225,232.48	75,077.49	75,077.49	75,077.49
8	$229,737.13	76,579.04	76,579.04	76,579.04
9	$234,331.88	78,110.63	78,110.63	78,110.63
10	$239,018.51	79,672.84	79,672.84	79,672.84
11	$243,798.88	81,266.29	81,266.29	81,266.29
12	$248,674.86	82,891.62	82,891.62	82,891.62
13	$253,648.36	84,549.45	84,549.45	84,549.45
14	$258,721.33	86,240.44	86,240.44	86,240.44
15	$263,895.75	87,965.25	87,965.25	87,965.25
16	$269,173.67	89,724.56	89,724.56	89,724.56
17	$274,557.14	91,519.05	91,519.05	91,519.05
18	$280,048.28	93,349.43	93,349.43	93,349.43
Total	$4,282,462.48	1,427,487.49	1,427,487.49	1,427,487.49

*Note: Disbursement projection is based on equal distribution of 1/3 to each municipality: Town, County, and School.

EXHIBIT "C"

(SEE ATTACHED AGENCY POLICY FOR
TERMINATION, MODIFICATION AND/OR RECAPTURE OF AGENCY BENEFITS)

TIOGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
POLICY FOR TERMINATION, MODIFICATION
AND/OR RECAPTURE OF AGENCY BENEFITS

The goal of this Policy is to establish and provide a procedure as required by Section 875 of the New York State General Municipal Law for the termination, modification and/or recapture of Tioga County Industrial Development Agency (the "Agency") benefits provided to an applicant in order to induce such applicant to undertake a project in Tioga County. For purposes of this policy, Agency benefits shall include and any or all of the following:

(i) exemptions from New York State and local sales and use tax;

(ii) an exemption from the New York State mortgage recording tax; and/or

(iii) an abatement from real property taxes provided through a payment-in-lieu-of-tax ("PILOT") Agreement.

The Agency reserves the right to terminate, modify, or recapture Agency benefits if :

(i) an applicant or its sub-agency (if any) authorized to make purchases for the benefit of the project is not entitled to the sales and use tax exemption benefits;

(ii) sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the applicant or its sub-agents;

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

(iv) the applicant has made material, false, or misleading statements in its application for financial assistance;

(v) the applicant has committed a material violation of the terms and conditions of a Project Agreement; and/or

(vi) there is a material shortfall in job creation and retention projections as set forth in its application.

Upon the occurrence of any of the above conditions, the Agency Board may, upon recommendation of the Chairman, terminate, modify and/or recapture the Agency benefits provided to a specific project. Prior to undertaking such action, the Agency shall give written notice of its intention to terminate, modify and/or recapture Agency benefits to the applicant specifying the reasons why the Agency is considering such action. The applicant shall have twenty (20) days to respond to the Agency, either in writing or in person, providing such information and documentation as it deems appropriate for the Board to consider prior to making its decision. All such recaptured Agency benefits shall be redistributed to the appropriately affected taxing jurisdictions unless agreed to otherwise by such jurisdictions.

Notwithstanding the foregoing, the Agency retains the right to terminate Agency benefits as otherwise provided in project transaction documents including, but not limited to, failure of the applicant to make timely PILOT payments, to provide required reports, or to cooperate with Agency personnel in providing data regarding project progress.