

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

RPNY SOLAR 2, LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Relating to:

Solar Facility Improvements Project
Located at 11061 Bullis Road (Solar Facility Improvements)
Town of Marilla, Erie County, New York

Dated as of: **November 1, 2021**

Termination Date: **December 31, 2047**

SBL No.: **139.00-12-14.00/solar**

Affected Tax Jurisdictions: **Erie County
Town of Marilla
Iroquois Central School District**

Prepared by:

Harris Beach PLLC
726 Exchange Street, Suite 1000
Buffalo, New York 14210
(716) 200-5050

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (the "Agreement"), dated as of November 1, 2021, by and between **ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices located at 95 Perry Street, Suite 403, Buffalo, New York 14203 (the "Agency"), and **RPNY SOLAR 2, LLC**, a limited liability company formed, validly existing and in good standing under the laws of the State of New York, with offices at 897 Sanchez Street, San Francisco, California 94114 (the "Company").

WITNESSETH :

WHEREAS, the Agency was created by Chapter 293 of the Laws of 1970 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 has submitted an application to the Agency (the "Application") requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the planning, design, construction, and operation of a 4.5 MW solar electrical generation system, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the "Improvements") and acquisition thereof by the Agency of a leasehold interest in the Improvements located at 11061 Bullis Road in the Town of Marilla, New York, said Improvements being more particularly described as 139.00-12-14.00/solar, and (ii) the acquisition of and installation in and around the Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Improvements, the "Facility"); and

WHEREAS, commensurate with the Company's submission of the Application to the Agency, the Company has requested the Agency's consideration of a deviation from the Agency's Uniform Tax Exemption Policy to allow for a payment-in-lieu-of-tax ("PILOT") agreement to utilize a per-MW payment structure and provide twenty-five (25) years of real property tax abatement for the Improvements (the "PILOT Deviation"), the terms of such PILOT Deviation having been negotiated by the Agency and Company; and

WHEREAS, on September 22, 2021, the Agency approved of the PILOT Deviation and resolved to provide a fixed annual PILOT payment of \$4,500 per megawatt (MW) with respect to the Facility's 4.5 MW nameplate capacity for a term of up to twenty five (25) years, increasing annually by two percent (2%); and

WHEREAS, in order to induce the Company to acquire, renovate, construct and equip the Facility, the Agency is willing to take a leasehold interest in the Facility pursuant to the terms and conditions of a certain Lease Agreement to be dated on or about the date hereof (the "Lease Agreement") and lease the Facility back 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

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 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 deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Erie County (the "County"), the Town of Marilla (the "Town"), and Iroquois Central School District (hereinafter the "School District" or "School", and together with the County and Town, the "Affected Tax Jurisdictions"); and

WHEREAS, the Company and the Town have entered into a certain Host Community Benefit Agreement, dated as of May 27, 2021, whereby the Company has agreed to make a certain Host Community Benefit Fee payment to the Town as described therein.

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 1. Payment In Lieu of Ad Valorem Taxes.

Section 1.1 A. Subject to the completion and filing by the taxable status date (March 1, 2022) (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 ("RPTL") and Section 874 of the Act, the Facility shall be exempt from Real Estate Taxes commencing with the 2023 County tax year, the 2023 Town tax year, and the 2022/2023 School tax year.

For purposes of the foregoing, "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, Town and School. The Company shall provide to the Agency 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 to process the Exemption Application. Notwithstanding anything contained herein or in the Lease Agreement and/or Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any valid, legal 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 by such contest 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 as a result of such contest; 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 timely file the Exemption Application with the appropriate assessors by the Taxable Status Date.

Until the commencement of the tax fiscal years set forth above, the Company shall continue to pay all taxes due as if the Agency did not have an interest in the Project. As set forth below, the total payments in lieu of taxes required under this Agreement are allocated among the Affected Tax Jurisdictions in proportion to the amount of real property tax and other taxes which would have been received by each Affected Tax Jurisdiction had the Project not been tax exempt due to the status of the Agency.

B. Payee. As long as the Facility is 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 15 of each year beginning February 15, 2023, and thereafter February 15 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 as described as described in Schedule A attached hereto and as further described therein. The Agency shall send a bill (or cause a bill to be sent) to the Company for each Total PILOT Payment, on or before February 1 of each PILOT Year. The failure of the Agency to invoice or bill for any amounts due shall in no way relieve the Company from its obligations hereunder. 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.

Section 1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days after 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.

Section 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.

Section 1.4 Valuation of Future Additions to the Facility.

A. The PILOT Payments provided for in this PILOT Agreement shall not increase or decrease based on (i) the construction cost of the Facility, (ii) any modifications, repairs, additions or deletions thereto, (iii) any modification of the real property interests comprising the Facility, or (iv) for any other reason, so long as there is no additional MW nameplate capacity added to the Facility above 4.5 MWs (any such improvement which increase

the nameplate capacity of the Project above 4.5 MWs, together with any associated real property interests, roadways, equipment, transmission facilities, substations, or other improvements shall be collectively referred to as, the "Additional MW Facilities").

B. If there shall be a future addition to the Facility constructed or added in any manner after the date of this PILOT Agreement which constitutes Additional MW Facilities, the Company shall notify the Agency of such addition. 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. Beginning with the PILOT Years after the Town's Taxable Status Date after the commercial operation date of any such Additional MW Facilities, 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 Additional MW Facilities based on the Town's assessed value of such Additional MW Facilities. If the Company shall disagree with the determination of assessed value for any Additional MW Facilities made by the Town, then, and in that event, said 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 related to the Additional MW Facilities until a different PILOT Payment related to the Additional MW Facilities shall be established. If a lesser PILOT Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be recalculated and any excess payment (plus interest thereon as though such excess constituted a refund of Real Estate Taxes under RPTL Section 726), if any, shall be applied as a credit against the next succeeding Total PILOT Payment.

Section 1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the 2022/2023 School tax year through the 2046/2047 School tax year, (ii) the 2023 Town tax year through the 2047 Town tax year, and (iii) the 2023 County tax year through the 2047 County tax year. This Agreement shall expire on December 31, 2047; provided, however, the Company shall pay the 2047/2048 School tax bills, 2048 Town tax bills, and 2048 County tax bill on the dates and in the amounts as if the Agency did not hold an interest in the Facility on the tax status date with respect to such 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.

Section 2. Special District Charges, Special Assessments and other charges.

Section 2.1 All lawfully levied and/or assessed special improvement district charges, special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water or water sewer charges are to be paid in full in accordance with normal billing practices.

Section 3. Transfer of Facility.

Section 3.1 In the event that the Agency's interests in the Facility are transferred from the Agency to the Company (the Lease Agreement and Leaseback Agreement are terminated)

(the "Transfer") and the Company is ineligible for a continued tax exemption under some other tax incentive or exemption program, or if the exemption available under such other incentive program results in an amount due to the Affected Tax Jurisdictions in excess of the payment described in Section 1 hereof, the Company agrees to pay to each of the Affected Tax Jurisdictions within thirty (30) days (plus any applicable grace period) after receipt of a valid invoice or bill, an amount equal to the difference between the amount due under Section 1 hereof and the taxes and assessments due in accordance with RPTL Sections 302 and 520 or other applicable law. If the Company is eligible for a continued tax exemption under another tax incentive or exemption program, the amount of the Company's payment shall be reduced by the amount of exemption under such program.

Section 4. Assessment Challenges.

Section 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 had not entered into the Lease Agreement and the Leaseback Agreement, 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 or the validity or amount of any tax equivalent provided for herein.

Section 4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this PILOT Agreement, as if, and to the same extent as if, the Company had not entered into the Lease Agreement and the Leaseback Agreement.

Section 4.3 In the event that any real estate tax assessment office or tax levy officer fails to assess the Facility or apply tax rates to such assessments, the Company shall provide notice following discovery of such failure to the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply special district tax rates to the respective assessments and request that such offices properly assess Facility or applicable portions thereof.

Section 5. Changes in Law.

Section 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 6. Effect of Fulfillment of the Requirement and Clawback.

Section 6.1 Once having paid the amounts required by this Agreement, the Company shall not be required to pay any real estate taxes for which payments in lieu of taxes have been made. Notwithstanding the foregoing, in the event that the Agency shall reasonably determine (i) that the Company has submitted an application, or documentation in support of an application,

which contained a false or intentionally misleading statement as to any fact which is material to the Company's application for benefits or which omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, and (ii) that such false or misleading statement or omission was made knowingly and intentionally for the purpose of obtaining financial assistance, then the Company shall forfeit any future tax exemptions or abatements and shall be required to pay to the appropriate taxing authority the amount of any real property exemptions received. The amount of benefits recaptured shall be the difference between the amount of payment in lieu of taxes paid and the amount that would have been paid in real estate taxes if the Agency did not have an interest in the Project.

Section 6.2 Notwithstanding anything contained within the Agreement to the contrary, the Agency and the Company have entered into that certain Agent and Financial Assistance Project Agreement, dated as of October 1, 2020 (the "Agent Agreement"), pursuant to which the Agency has the right to terminate, recapture, and/or modify the Company's real property tax exemption benefits, as identified herein, upon the terms and conditions set forth in the Agent Agreement. The Company covenants and agrees that, if at any time, it fails to maintain its covenants and/or the terms and conditions as set forth in the Agent Agreement so as to effect a Recapture Event Determination as described within the Agent Agreement, then the Company may be subject to immediate termination or modification of this Agreement and/or be required to pay to the Agency an amount equal to any or all of real property tax exemption benefits as prescribed by the terms and conditions of the Agent Agreement.

Section 7. Events of Default.

Section 7.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I hereof within thirty (30) days after the Payment Date (the "Delinquency Date") and failure to pay same within ten (10) days after receipt of notice of said delinquency; (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; and failure to pay same within the (10) days after receipt of notice of said delinquency; and/or (iii) cure any occurrence and/or continuance of any events of default under the Lease Agreement and/or the Leaseback Agreement after any applicable cure periods. 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.

Section 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: (A) with respect to payments to be made pursuant to Section 1 hereof, if said payment is not received by the Delinquency Date defined in Section 7.1 above, the Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5.00%) of the amount due, and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest shall accrue and be paid on the total amount due plus a late payment penalty in an amount equal to one percent (1%) per month until the payment is made; and (B) with respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the applicable penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section 8. Survival of the Company's Obligations.

Section 8.1 The obligations of the Company under this Agreement shall survive the termination or expiration of the Leaseback Agreement, for whatever reason terminated or expired.

Section 9. Assignment.

Section 9.1 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 10. Miscellaneous.

Section 10.1 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute a single instrument.

Section 10.2 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, as follows:

To the Agency: Erie County Industrial Development Agency
95 Perry Street, Suite 403
Buffalo, New York 14203
Attn: Chief Executive Officer

With a copy to: Harris Beach PLLC
726 Exchange Street, Suite 1000
Buffalo, New York 14210
Attn: Robert G. Murray, Esq.

To the Company: RPNY Solar 2, LLC
897 Sanchez Street
San Francisco, California 94114
Attn: Stephanie Loucas, VP of Development

With a copy to: Hurwitz & Fine, P.C.
1300 Liberty Building
Buffalo, New York 14202
Attn: Kevin J. Zanner, Esq.

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

Section 10.3 Applicable Law. 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 Erie County, New York.

Section 10.4 Nonrecourse. 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 or the Affected Taxing Jurisdictions, as the case may be, by the Company. No member of the Agency nor any person executing this Agreement on the Agency's 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, officers, 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.

Section 10.5 Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 10.6 Section Headings Not Controlling. The headings of the several Sections in this Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Agreement.

Section 10.7 No Waiver. In the event any agreement herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.8 Amendment. This Agreement may not be amended, changed, modified or altered except in writing executed by the parties hereto.

Section 10.9 Complete Agreement. Unless supplemented or otherwise amended in writing by the Company and the Agency in accordance with the laws of the State of New York, this Agreement constitutes the parties' entire agreement with respect to the subject set forth herein, and no other agreements or policies, written or unwritten, implied or express, will be deemed effective.

Section 10.10 Change in Tax Parcel or Tax Account Identification Numbers. Any 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 Facility shall not modify this Agreement.

Section 10.11 Termination. In the event the Leaseback Agreement and the Lease Agreement are terminated for any reason, this Agreement shall be terminated as of the effective date of the termination of such agreements.

[Remainder of Page Intentionally Left Blank]

[Signature page to PILOT Agreement]

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

**ERIE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: Elizabeth A. O'Keefe
Name: Elizabeth A. O'Keefe
Title: Vice President

RPNY SOLAR 2, LLC, a New York limited liability company

By: _____
Name: Aaron Halimi
Title: President


[Signature page to PILOT Agreement]

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

**ERIE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Elizabeth A. O'Keefe
Title: Vice President

**RPNY SOLAR 2, LLC, a New York limited
liability company**

By:  _____
Name: Aaron Halimi
Title: President

[Acknowledgment Page to the PILOT Agreement]

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

On the 14th day of October, 2021, before me, the undersigned, personally appeared **ELIZABETH A. O'KEEFE**, 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 executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LORI A. SZEWCZYK
Notary Public, State of New York
No. 01SZ5030580
Qualified in Erie County
Commission Expires 07/13/2022

Lori A. Szwczyk
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

[Acknowledgment Page to the PILOT Agreement]

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

On the _____ day of October, 2021, before me, the undersigned, personally appeared **ELIZABETH A. O'KEEFE**, 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 executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA)
County of SAN FRANCISCO)

On 10/15/2021 before me, OLD SAPPRASERT O'BRIEN, **NOTARY PUBLIC**
(insert name and title of the officer)

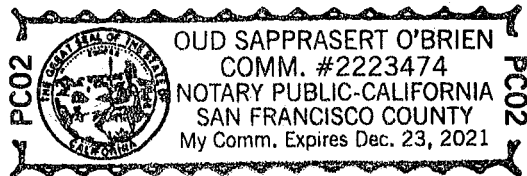
personally appeared AAACON HALIMI,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Old Sapprasert O'Brien

(Seal)



SCHEDULE A

“Total PILOT Payment” shall be based on a \$4,500 per MW payment for PILOT Year 1 through PILOT Year 25, increasing annually, compounded, by two-percent (2%), during each year, of the term hereof.

PILOT YEAR	COUNTY TOWN TAX YEAR	SCHOOL TAX YEAR	TOTAL PILOT PAYMENT (as of the date of this PILOT Agreement, the Facility's MW production is 4.5 MW)
Year 1	2023	2022-2023	\$20,250
Year 2	2024	2023/2024	\$20,655
Year 3	2025	2024-2025	\$21,068
Year 4	2026	2025-2026	\$21,489
Year 5	2027	2026-2027	\$21,919
Year 6	2028	2027-2028	\$22,358
Year 7	2029	2028-2029	\$22,805
Year 8	2030	2029-2030	\$23,261
Year 9	2031	2030-2031	\$23,726
Year 10	2032	2031-2032	\$24,201
Year 11	2033	2032-2033	\$24,685
Year 12	2034	2033-2034	\$25,178
Year 13	2035	2034-2035	\$25,682
Year 14	2036	2035-2036	\$26,196
Year 15	2037	2036-2037	\$26,719
Year 16	2038	2037-2038	\$27,254
Year 17	2039	2038-2039	\$27,799
Year 18	2040	2039-2040	\$28,355
Year 19	2041	2040-2041	\$28,922
Year 20	2042	2041-2042	\$29,500
Year 21	2043	2042-2043	\$30,090
Year 22	2044	2043-2044	\$30,692
Year 23	2045	2044-2045	\$31,306
Year 24	2046	2045-2046	\$31,932
Year 25	2047	2046-2047	\$32,571

The Electrical Generation System Component shall be equal to the product of (i) \$4,500 and (ii) 4.5 MW nameplate capacity. Starting in PILOT Year 2, and for each year thereafter, factor (i) shall escalate at 2% per year, compounded, during the term hereof.

The Company shall certify annually to the Agency the true and correct amount of the Project's per MW 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 and between the Agency and Company. After the twenty-fifth (25th) PILOT Year, the Project Facility shall be subject to full taxation by the Affected Tax Jurisdictions.