

FINANCIAL ASSISTANCE PROJECT AGREEMENT

THIS FINANCIAL ASSISTANCE PROJECT AGREEMENT (hereinafter, the “Financial Assistance Agreement”), made as of November 1, 2020, by and between the **ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 95 Perry Street, Suite 403, Buffalo, New York 14203 (the “Agency”), and **NIAGARA WIND POWER, LLC**, a limited liability company formed and existing under the laws of the State of Delaware, with offices at 4910 Camp Road, Suite 500, Hamburg, New York 14075 (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 1 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 requested the Agency’s assistance with a certain project (the “Project”) consisting of: (i) the acquisition by the Agency of a leasehold interest in eight (8) parcels of real property at 2303 Hamburg Turnpike in the City of Lackawanna, Erie County, New York (the “Parcels”) together with eight (8) 2.5 megawatts (“MW”) wind turbines (the “Existing Improvements”), (ii) the replacement and upgrading of the Existing Improvements without changing, in any material way, the existing towers, foundations and electrical equipment (the “Improvements”), and (iii) the acquisition and installation by the Company of certain items of machinery, equipment and other tangible personal property necessary for the operation of the wind energy generation facility (the “Equipment”, and collectively with the Parcels, the Existing Improvements and the Improvements, the “Facility”); and

WHEREAS, by Resolution dated November 20, 2019 (the “Resolution”), the Agency has conferred on the Company in connection with the Project certain benefits, exemptions and other financial assistance consisting of a partial abatement from real property taxes benefit through a fifteen (15) year term PILOT Agreement for the benefit of each municipality and school district having taxing jurisdiction over the Project (the “Financial Assistance”); and

WHEREAS, the Agency requires, as a condition and as an inducement for it to provide Financial Assistance, that the Company provide assurances with respect to the recapture of any New York State and local sales and use tax exemption benefits, mortgage recording tax exemption benefits, and real property tax abatement benefits on the terms herein set forth.

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

1. Purpose of Project. The purpose of the Agency’s provision of Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Project to advance job opportunities, health, general prosperity and economic welfare of the people of Erie County, and to specifically promote the investment commitment, employment

commitment, local labor commitment, equal pay commitment, and the unpaid real property tax policy commitment all as contained herein and within the Company's Application.

2. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Facility:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, has the authority to enter into this Financial Assistance Agreement, and has duly authorized the execution and delivery of this Financial Assistance Agreement.

(b) Neither the execution and delivery of this Financial Assistance Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Financial Assistance Agreement will conflict with or result in a breach of any of the material terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a material default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Facility and the operation thereof will conform in all material ways with all applicable zoning, planning, and building laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (c).

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any material way diminish or materially adversely impact on the Company's ability to fulfill its obligations under this Financial Assistance Agreement.

(e) The Company covenants that, except as otherwise known to the Agency or as disclosed in the environmental assessment reports of the Property, the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) that the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) the Company will not locate any underground storage tanks will be located on the Facility, and (v) to the Company's knowledge, that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence, except as otherwise disclosed in the Long Form Environmental Assessment Form and the Environmental Assessment Form Narrative provided to the Agency as part of the Company's application for financial assistance process. The Company after receiving any information or

notice contrary to the representations contained in this Section shall promptly notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its President/CEO, directors, members, officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion after receipt of credible information has cause to suspect a previously unknown release of any hazardous substance has occurred or is imminent and deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed by a consultant reasonably acceptable to the Company with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand within thirty (30)-days' after receipt of written demand accompanied by supporting documentation.

(f) Pursuant to the policies of the Agency and the Resolution, the Company covenants and agrees that it may be subject to a Recapture Event Determination (as hereinafter defined) resulting in the potential recapture of any and all Financial Assistance, as described below, if the Company receives Financial Assistance from the Agency and it is determined by the Agency, or Agency staff, as appropriate, that:

(1) the Company knowingly has made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(2) the Company fails to meet and maintain the thresholds and requirements as described below, as evidenced by submission, on an annual basis or as otherwise required beginning in the first year in which the Financial Assistance is so claimed, through the termination of the PILOT Agreement (said time period so referenced being hereinafter defined as the "Material Terms and Conditions Monitoring Period") of written confirmation certifying:

(a) Investment Commitment - that the total investment actually made with respect to the Project at the time of Project completion equals or exceeds \$14,595,714 (which represents the product of 85% multiplied by \$17,171,429, being the total project cost as stated in the Company's application for financial assistance).

(b) Employment Commitment - that there are at least three (3) existing full time equivalent ("FTE") employees located at, or to be located at, the Facility as stated in the Company's application for financial assistance (the "Baseline FTE"); and that the Company has maintained, or caused to be maintained, the Baseline FTE as stated in the Company's application for Financial Assistance. Exhibit A contains the form of annual certification as so required.

(c) Local Labor Commitment – that the Company adheres to and complies with the Agency's Local Labor Workforce Certification Policy on a quarterly basis during the construction period.

(d) Equal Pay Commitment – that the Company adheres to and complies with the Agency’s Pay Equity Policy.

(e) Unpaid Real Property Tax Policy Commitment – that the Company is compliant with the Agency’s Unpaid Real Property Tax Policy.

The findings made by the Agency, or Agency staff, as appropriate, with respect to Section 2(f)(1), and/or failure to provide the written confirmation as required by Section 2(f)(2) with respect to the thresholds and requirements as identified in Section 2(f)(2), above, and/or failure to meet the thresholds and requirements as identified in Section 2(f)(2) above, may potentially be determined by the Agency, in accordance with the Agency’s “Policy for Termination and/or Modification of Agency Financial Assistance and Recapture of Agency Financial Assistance Previously Granted”, or by Agency Staff, as appropriate, to constitute a failure to comply with a material term or condition to use property or services or Agency Financial Assistance in the manner approved by the Agency in connection with the Project, and/or a failure to comply with the Agency’s policies and Resolution (collectively, findings and determinations made as described herein with respect to Section 2(f)(1) and/or the failure under Section 2(f)(2) to submit the required certification and/or the failure to meet the required thresholds and requirements as specified in Section 2(f)(2) are hereby defined as a “Recapture Event Determination”). If the Agency makes a Recapture Event Determination, or notwithstanding anything contained herein to the contrary, Agency staff makes a finding with respect to Section 2(f)(1) and/or Agency staff determines that the Company has closed the Project or has failed to operate the Project as contemplated by the Application and the Resolution, then the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any and all Financial Assistance obtained by the Company and (ii) promptly pay over any such amounts to the Agency that the Agency demands in connection therewith. The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner and/or Erie County Comptroller may assess and determine the Financial Assistance due from the Company, together with any relevant penalties and interest due on such amounts.

(g) In accordance with the Resolution, the Application, and the cost-benefit analysis, the Company confirms that the real property tax abatement benefits to be provided are estimated to be approximately \$8,332,048.00. A copy of the related, and executed, PILOT Agreement is provided within Exhibit B.

(h) The Company further covenants and agrees to submit to the Agency a Local Labor Utilization Report, which is attached hereto as Exhibit C, on a quarterly basis within ten (10) business days after each quarter end during the construction period. This report represents verification that the Company adheres to and undertakes or has undertaken construction activities in compliance with the Agency’s Local Labor Workforce Certification Policy and Local Labor Reporting Requirements.

(i) The Company acknowledges and agrees that the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever as so related to the Project (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

(j) The Company covenants and agrees that at all times during the Material Terms and Conditions Monitoring Period, it will (i) maintain its existence, continue to operate the Project as contemplated by the Application and the Resolution and not dissolve, (ii) continue to be a limited liability company subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business in the State, (iii) not liquidate, wind-up or dissolve or otherwise sell, assign, or dispose of all or substantially all of its property, business or assets except this Financial Assistance Agreement may be assigned to a Related Person of the Company (as that term is defined in subparagraph (C) of paragraph three of subsection (b) of section four hundred sixty-five of the Internal Revenue Code of 1986, as amended, hereinafter "Related Person") without the receipt of the Agency's reasonable prior written consent and provided such assignee/successor entity shall reaffirm the Company's obligation's hereunder, and (iv) not consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it except upon receipt of the Agency's reasonable prior written consent and unless such merged or combined entity shall reaffirm the Company's obligation's hereunder. Granting or withholding of the Agency's consent shall be in the sole discretion of the Agency. A transfer in excess of 50% of the equity voting interests of the Company, other than to a Related Person of the Company, shall be deemed an assignment and require the prior written consent of the Agency.

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

3. Hold Harmless Provision. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its President/CEO, directors, members, officers, employees, agents, representatives, successors and assigns harmless from and against, any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation

or the use thereof or the presence on, in or about the Facility or breach by the Company of this Financial Assistance Agreement or (ii) liability arising from or expense incurred by the Agency's leasing of the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective President/CEO, directors, members, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.

4. Insurance Required. During the term of the Lease Agreement entered into with the Erie County Industrial Agency an **ACORD 25-Certificate of Liability Insurance** and **ACORD 855 NY-New York Construction Certificate of Liability Addendum** shall be provided evidencing the following insurance is currently maintained and in force with an insurance carrier approved to do business in the State of New York and maintaining an A.M. Best Rating of A- or better showing Erie County Industrial Development Agency as Certificate Holder. It is our suggestion that you share these requirements with your current insurance agent, broker or insurance company.

Acceptable Certificates of Insurance shall indicate the following minimal coverage, limits of insurance, policy numbers and policy effective and expiration dates.

Commercial General Liability: Company and contractors shall provide such coverage on an occurrence basis for the named insured's premises & operations and products-completed operations. Blanket Contractual Liability provided within the "insured contract" definition may not be excluded or restricted in any way. Property damage to work performed by subcontractors may not be excluded or restricted nor shall the Additional Insured's coverage for claims involving injury to employees of the Named Insured or their subcontractors be excluded or restricted. The "insured contract" exception to the Employers Liability exclusion also may not be removed or restricted in any way.

These coverages are to be properly evidenced by checking the appropriate box(es) on the **ACORD 855-NY Construction Certificate of Liability Addendum's** Information Section, Items G, H, I and L. Policy shall have attached **Designated Location(s) General Aggregate Limit CG 25 04** endorsement.

Limits expressed shall be no less than:

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Per Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage Liability	\$ 100,000
Medical Payments (per person)	\$ 5,000

Erie County Industrial Development Agency shall be named as Additional Insured per **ISO Form CG 20 26-Additional Insured Designated Person or Organization** to provide coverage for the Additional Insured. Coverage shall apply on a Primary & Non-Contributory basis. All insurance required of the Company shall waive any right of subrogation of the insurer against any person insured under such policy, and waive any right of the insurer to any off-set or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under such policy.

ACORD 855 NY-New York Construction Certificate of Liability Insurance: It is not uncommon for insurers to modify the standard ISO policy language with endorsements that result in modifications to language preferred by the insurer. This addendum is required to supplement the **ACORD 25-Certificate of Liability Insurance** with additional information that provides a more detailed expression of the types of coverage required. Specifically required coverages may be excluded or limited by the attachment of exclusionary or limitation endorsements. This addendum provides the insurer the ability to certify coverage provided by the absence of such exclusionary or limiting modifications.

Blanket Additional Insured endorsement to include – Owner, Lessees or Contractors - Automatic Status For Other Parties When Required in Written Construction Agreement – Wording should include any other person or organization you are required to add as an additional insured under the contract or agreement (**Paragraph 2 of CG 20 38 04 13 or equivalent**).

Any scheduled person or organization section of the additional insured endorsement containing wording other than designated names shall not be accepted.

Umbrella/Excess Liability: Commercial Umbrella or excess liability for a limit of at least \$5,000,000 per occurrence with a \$5,000,000 Aggregate. Coverage should respond on a follow-form basis and excess over the aforementioned underlying policy limits. Erie County Industrial Development Agency shall be named as Additional Insured. Coverage shall apply on a Primary & Non-Contributory basis.

Workers Compensation/Disability Insurance:

(i) The Company and/or Project Owner shall provide evidence of insurance and maintain Workers Compensation/Disability insurance as required by statute. Erie County Industrial Development Agency shall be named as the Certificate Holder.

(ii) Accepted Forms:

Workers Compensation Forms		DBL (Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption
C-105.2	Commercial Insurer	DB-120.1	Insurers
SI-12	Self-Insurer	DB-155	Self-Insured
GSI-105.2	Group Self-Insured		
U-26.3	New York State Insurance Fund		

If the Company and/or Project owner have no employees, the Company and/or Project owner shall provide a completed and signed Form CE-200 or later revision, which is found on the New York State Workers Compensation Board website: www.wcb.ny.gov/. This form is to be completed on-line, printed, and signed.

ECIDA Address: All evidence of insurance shall be sent to:
Erie County Industrial Development Agency
95 Perry Street, Suite 403
Buffalo, NY 14203

5. Additional Provisions Respecting Insurance. (a) Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for payment of the losses of the Company and the Agency as their respective interests may appear. The Company shall cause all contractors and agents of the Company undertaking the Project to carry and provide evidence of Commercial General Liability insurance as specified in Section 4 of this Financial Assistance Agreement, with the Agency named as an additional insured.

(b) All such certificates of insurance of the insurers indicating that such insurance is in force and effect, and all policies (if applicable), shall be deposited with the Agency on the date hereof. The Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Financial Assistance Agreement.

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

7. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by a nationally-recognized overnight courier, addressed as follows:

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

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

To the Company: Niagara Wind Power, LLC
4910 Camp Road, Suite 500
Hamburg, NY 14075
Attn: Benjamin Wolcott

With a copy to: Barclay Damon, LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, NY 13202
Attn: Kevin R. McAuliffe, 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.

8. This Financial Assistance 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.

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

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

11. By executing this Financial Assistance Agreement, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for (a) legal services, including but not limited to those provided by the Agency's general counsel or bond/transaction counsel, (b) other consultants retained by the Agency, if any, in connection with the Project; in accordance with the terms of the Administrative Fee Agreement between the Company and the Agency, and (c) with respect to enforcing this Financial Assistance Agreement (including reasonable attorney fees). The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Project notwithstanding the occurrence of any of (i) the applicant's withdrawal, abandonment, cancellation or failure to pursue the Project; (ii) the inability of the Company to procure the services of one or more financial institutions to provide financing for the Project; or (iii) the Company's failure, for whatever reason, to undertake and/or successfully complete the Project.

(Remainder of page intentionally left blank)

[Signature Page to Financial Assistance Agreement]

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

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: Karen M. Fiala
Name: Karen M. Fiala
Its: Vice President

NIAGARA WIND POWER, LLC

By: Huron Holdings, LLC, its sole member

By: _____
Name: Whitney J. Wilson
Title: Authorized Representative

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

On the 23rd day of November, 2020, before me, the undersigned, personally appeared **KAREN M. FIALA**, 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.

Kathleen A. Drumm

Notary Public
KATHLEEN A. DRUMM
Notary Public State of New York
Qualified in Erie County
My Commission Expires: June 30, 2022

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

On the _____ day of November, 2020, before me, the undersigned, personally appeared **WHITNEY J. WILSON**, 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

[Signature Page to Financial Assistance Agreement]

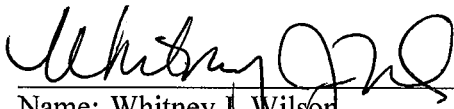
IN WITNESS WHEREOF, the parties hereto have executed this Financial Assistance Agreement as of the day and year first above written.

**ERIE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Karen M. Fiala
Its: Vice President

NIAGARA WIND POWER, LLC

By: Huron Holdings, LLC, its sole member

By:  _____
Name: Whitney J. Wilson
Title: Authorized Representative

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

On the _____ day of November, 2020, before me, the undersigned, personally appeared **KAREN M. FIALA**, 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

STATE OF NEW YORK)
COUNTY OF ~~ERIE~~) SS.:
New York

On the 18 day of November, 2020, before me, the undersigned, personally appeared **WHITNEY J. WILSON**, 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.

STEPHEN T. KRUK
Notary Public, State of New York
No. 01KR6342644
Qualified In Nassau County
Commission Expires May 23, 2021

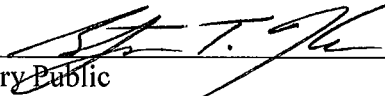
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Notary Public

Exhibit A

**DRAFT FORM OF ANNUAL EMPLOYMENT AND SALARY AND FRINGE
BENEFITS AND RELATED PROJECT INFORMATION CERTIFICATION LETTER**

Re: New Project Verification

Dear:

The Erie County Industrial Development Agency (the "Agency") is currently providing assistance in connection with the/your project in the City of Buffalo.

The Agency is required to file an annual report with the New York State Comptroller providing information on its activities, and the activities of projects that are assisted by the Agency. In order for the Agency to compile that report, it is necessary that we obtain information relating to assistance provided and benefits derived from all entities that receive such assistance. Failure by the Agency to file the report information required by New York State could result in the Agency losing its ability to provide future assistance or the entity suffering claw-back provisions and forfeiting benefits previously received. Therefore, it is important that this information be provided in an accurate and timely manner.

Attached please find a questionnaire to be completed and returned to the Agency by _____. If you have any questions regarding the required information, please do not hesitate to call our office.

We appreciate your assistance in this matter. A self-addressed stamped envelope is enclosed for your convenience.

Very truly yours,

Company name and address:

Project Name:

Company contact:

Contact phone number:

(Please correct any information above)

Financing Information

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

Yes No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued _____
- Outstanding principal balance of such bond or note at December 31, 2020 _____
- Principal paid during 2020 _____
- Outstanding principal balance of such bond or note at December 31, 2020 _____

Interest rate on mortgage as of December 31, 2020 _____

Final maturity date of the bond or note _____

Is the Company a not-for-profit? _____

Sales Tax Abatement Information

Did your company receive Sales Tax Abatement on your Project during 2020?

Yes No

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

(A copy of the ST-340 sales tax report submitted to New York State for the reporting period is required to be attached with this report)

Mortgage Recording Tax Information

Did your company receive Mortgage Tax Abatement on your Project during 2020?

Yes No

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

The amount of the mortgage recording tax that was abated during 2020 _____

Job Information

Number of full time equivalent employees (“FTE”) existing jobs by category and average Hourly wage for each **before IDA status**

Category	FTE	Average Hourly Wage
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Current number of FTE employees for 2020 by category and average hourly wage.

Category	FTE	Average Hourly Wage
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Number of FTE jobs **created** during 2020 as a result of the assistance received through the IDA by category and average hourly wage.

Category	FTE	Average Hourly Wage
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Number of FTE jobs retained during 2020 by category and average hourly wage.

Category	FTE	Average Hourly Wage
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____

Total annual payroll for 2020 _____

A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created an internal report verifying the total jobs by employment category as outlined above at the location is required with this submission.

Number of FTE construction jobs created during 2020 _____

Number of FTE construction jobs during 2020 _____

2020 Capital Investment

Real Estate	_____
Construction	_____
Machinery and Equipment	_____
Other Taxable Expenses	_____
Other Non-Taxable Expenses	_____
Total Capital Investment	_____

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

Signed: _____
(Authorized Company Representative)

Date: _____

Exhibit B

Payment in lieu of Taxes Agreement

ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

and

NIAGARA WIND POWER, LLC

PAYMENT IN-LIEU-OF-TAX AGREEMENT

Relating to:

Wind Farm Turbine Project
Located at 2303 Hamburg Turnpike (Turbine 1 through Turbine 8)
City of Lackawanna
Erie County, New York

Dated as of:

November 1, 2020

Termination Date:

December 31, 2036

SBL Nos.:

141.11-1-50./1, 141.11-1-50./2, 141.11-1-50./3, 141.11-1-50./4,
141.11-1-50./5, 141.11-1-50./6, 141.11-1-50./7 and
141.11-1-50./8

Affected Tax Jurisdictions:

Erie County
City of Lackawanna
Lackawanna City 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, dated as of November 1, 2020 (the "PILOT Agreement"), is by and between the **ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly organized and validly existing under the laws of the State of New York with offices at 95 Perry Street, Suite 403, Buffalo, New York 14203 (the "Agency"), and **NIAGARA WIND POWER, LLC**, a limited liability company formed and existing under the laws of the State of Delaware, with offices at 4910 Camp Road, Suite 500, Hamburg, New York 14075 (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 submitted an application to the Agency (the "Application") requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in eight (8) 2.5 megawatts ("MW") wind turbines (the "Existing Improvements") located upon certain real property at 2303 Hamburg Turnpike in the City of Lackawanna, Erie County, New York, together with (ii) the replacement and upgrading of the Existing Improvements without changing, in any material way, the existing towers, foundations and electrical equipment (the "Improvements"), and (iii) the acquisition and installation by the Company of certain items of machinery, equipment and other tangible personal property necessary for the operation of the wind energy generation facility (the "Equipment", and collectively with the Existing Improvements and 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 ("UTEP") to allow for a payment-in-lieu-of-tax agreement ("PILOT Agreement") to utilize a per-MW payment structure and provide fifteen (15) 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, 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 Improvements comprising the Facility pursuant to that certain Lease Agreement, dated as of November 1, 2020 (the "Lease Agreement") and thereafter lease said Improvements and personal property back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of November 1, 2020 (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 this PILOT Agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Erie County (the "County"), the City of Lackawanna (the "City"), and the Lackawanna City School District (hereinafter the "School District" or "School" and, collectively with the County and the City, the "Affected Tax Jurisdictions"); and

WHEREAS, the Company and the City have also agreed to enter into a certain host community agreement whereby the Company will make payments to the City in the amount equal to \$1,000 per MW per each year during the term of the PILOT Agreement (the "Host Community Agreement"); and

WHEREAS, the Agency's authorization permitting it to execute and deliver this PILOT Agreement is specifically conditioned upon the Company and the City entering into the Host Community Agreement.

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

Section I - Payment in lieu of Ad Valorem Taxes:

Section 1.1 A. Subject to the completion and filing by the taxable status date (**December 1, 2020**) (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 **2022** County tax year, the **2021/2022** City tax year, and the **2021/2022** 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, City 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. The Company shall timely pay all Real Estate Taxes accruing against the Facility for tax years prior to those set forth above. The Company agrees that it will not seek any other tax exemption for the Facility for the periods of benefits provided for herein and specifically covenants that it has withdrawn, or it will withdraw from, the RPTL Section 487 exemption as same may apply to the Facility prior to the December 1, 2020 Taxable Status Date. The Company agrees that the exemptions provided for herein supersede and are in substitution of the exemptions provided by Section 485-b or 487 of the RPTL. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

B. Payee. As long as the Facility is owned by the Agency or under its jurisdiction, control or supervision, the Company agrees to pay annually to the Agency at 95 Perry Street, Suite 403, Buffalo, New York 14203, or at such other address as shall be designated from time to time by the Agency, for the benefit of the Affected Tax Jurisdictions, as a payment in-lieu-of-taxes, on or before December 15 of each year (each a "Payment Date"), commencing on December 15, 2021, an amount equal to the Total PILOT Payment as described in Schedule A attached hereto and as further described therein. Each annual PILOT Payment shall cover a "PILOT Year", which shall be July 1 through and including the succeeding June 30 fiscal tax year of the School, August 1 through and including the succeeding July 31 fiscal year of the City, and the following January 1 through and including December 31 fiscal year of the County as shown on said Schedule A. The Agency shall send a bill (or cause a bill to be sent) to the Company for each Total PILOT Payment, on or before December 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, City, School and 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 5 MWs (any such improvement which increase the nameplate capacity of the Project above 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 City'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 City'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 City, 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.

C. In the event any Turbine is Decommissioned (as defined below), the Company's obligation to make PILOT Payments hereunder shall terminate only with respect to any such Decommissioned Turbines and the Company's obligation to make PILOT Payments hereunder shall continue with respect to any remaining Turbine. A Turbine shall be deemed "Decommissioned" upon permanent removal of such Turbine and the repair by the Company of the land to substantially the condition prior to installation. The Company shall notify the Agency in writing of any Decommissioned Turbines in the manner required by Section 10.2 hereof.

Section 1.5 Period of Benefits.

A. The tax benefits provided for herein should be deemed to include (i) the **2021/2022** School tax year through the **2035/2036** School tax year, (ii) the **2021/2022** City tax year through the **2035/2036** City tax year, and (iii) the **2022** County tax year through the **2036** County tax year. This PILOT Agreement shall expire on **December 31, 2036**; *provided, however,* the Company shall pay the **2036/2037** School tax bills, **2036/2037** City tax bills, and **2037** 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 PILOT Agreement executed by both parties after any applicable public hearings.

Section II- 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 III- 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 I 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 I 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 IV- 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 V- 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 VI - Effect of Fulfillment of the Requirement and Clawback.

Section 6.1 Once having paid the amounts required by this PILOT 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 herein to the contrary, the Agency and the Company have entered into that certain Agent and Financial Assistance Project Agreement, dated as of November 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 recognizes 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 PILOT 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 VII- 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; (iii) cure any occurrence and/or continuance of any events of default under the Lease Agreement after any applicable cure periods; and/or (iv) cure any occurrence and/or continuance of any events of default under the Host Community Agreement, dated as of the date hereof and entered

into by the Company and the City. 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 I hereof, if said payment is not received by the Delinquency Date defined in Section 6.1 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 VIII - Survival of the Company's Obligations.

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

Section IX - Assignment

Section 9.1 No portion of any interest in this Tax 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 X - Miscellaneous.

Section 10.1 Counterparts. This PILOT 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: President and Chief Executive Officer

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

To the Company: Niagara Wind Power, LLC
4910 Camp Road, Suite 500
Hamburg, NY 14075
Attn: Benjamin Wolcott

With Copy To: Barclay Damon LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attn: Kevin R. McAuliffe, 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 PILOT 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 PILOT Agreement on the Agency's behalf shall be liable personally under this PILOT 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 PILOT Agreement.

Section 10.5 Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this PILOT 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 PILOT 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 PILOT 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 PILOT 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 PILOT 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 PILOT 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 a City to identify or classify all or any part of the Facility shall not modify this PILOT Agreement.

Section 10.11 Termination. In the event the Leaseback Agreement and the Lease Agreement are terminated for any reason, this PILOT 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: Karen M. Fiala
Name: Karen M. Fiala
Title: Vice President

NIAGARA WIND POWER, LLC

By: Huron Holdings, LLC, its sole member

By: _____
Name: Whitney J. Wilson
Title: Authorized Representative

[Signature page to PILOT Agreement]

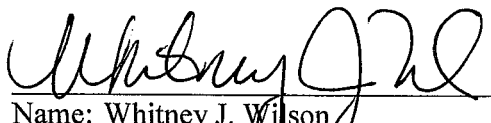
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**ERIE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Karen M. Fiala
Title: Vice President

NIAGARA WIND POWER, LLC

By: Huron Holdings, LLC, its sole member

By:  _____
Name: Whitney J. Wilson
Title: Authorized Representative

[Acknowledgment Page to the PILOT Agreement]

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

On the 23rd day of November, 2020, before me, the undersigned, personally appeared **KAREN M. FIALA**, 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

KATHLEEN A. DRUMM
Notary Public State of New York
Qualified in Erie County
My Commission Expires: June 30, 2022

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

On the _____ day of November, 2020, before me, the undersigned, personally appeared **WHITNEY J. WILSON**, 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

[Acknowledgment Page to the PILOT Agreement]

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

On the _____ day of November, 2020, before me, the undersigned, personally appeared **KAREN M. FIALA**, 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

STATE OF NEW YORK)
COUNTY OF New York) SS.:

On the 18 day of November, 2020, before me, the undersigned, personally appeared **WHITNEY J. WILSON**, 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.

STEPHEN T. KRAUK
Notary Public, State of New York
No. 01KR6342644
Qualified In Nassau County
Commission Expires May 23, 2021



Notary Public

SCHEDULE A

**TO
PILOT AGREEMENT DATED AS OF NOVEMBER 1, 2020,
BY AND BETWEEN
THE ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND
NIAGARA WIND POWER, LLC**

“Total PILOT Payment” shall be based on a \$10,000 per MW payment for PILOT Year 1 through PILOT Year 10, increasing to a \$10,500 per MW payment for PILOT Year 11 through PILOT Year 15, as set forth below:

<u>PILOT Year</u>	<u>School Tax Year</u>	<u>City Tax Year</u>	<u>County Tax Year</u>	Total PILOT Payment (as of the date of this PILOT Agreement, the MW production is 20MW)
1	2021/2022	2021/2022	2022	\$200,000.00
2	2022/2023	2022/2023	2023	\$200,000.00
3	2023/2024	2023/2024	2024	\$200,000.00
4	2024/2025	2024/2025	2025	\$200,000.00
5	2025/2026	2025/2026	2026	\$200,000.00
6	2026/2027	2026/2027	2027	\$200,000.00
7	2027/2028	2027/2028	2028	\$200,000.00
8	2028/2029	2028/2029	2029	\$200,000.00
9	2029/2030	2029/2030	2030	\$200,000.00
10	2030/2031	2030/2031	2031	\$200,000.00
11	2031/2032	2031/2032	2032	\$210,000.00
12	2032/2033	2032/2033	2033	\$210,000.00
13	2033/2034	2033/2034	2034	\$210,000.00
14	2034/2035	2034/2035	2035	\$210,000.00
15	2035/2036	2035/2036	2036	\$210,000.00

Exhibit C

LOCAL LABOR UTILIZATION REPORT
VERIFIED QUARTERLY EMPLOYMENT REQUEST
To be filed at initiation of construction and for each quarter
(ending on March 31, June 30, Sept. 30 and Dec. 31)
Must be filed within 10 business days of each quarter

SELECT REPORTING PERIOD March June September December

Owner Name: _____

Project Address: _____

Phone (B): () _____

Phone (cell): _____

Fax: () _____

e-mail: _____

**COMPLETE FOR ALL CONSTRUCTION CONTRACTORS WHO ARE WORKING OR WHO
HAVE WORKED ON THE SITE IN THE PREVIOUS QUARTER**

Vendor Name: _____

Vendor Address: _____

Phone (B): _____

Phone (cell): _____

Fax: _____

e-mail: _____

List # of Employees residing in each:

Zip Code	County	# of Employees
Example - 14075	Erie	10

CHECK IF CONSTRUCTION IS COMPLETE CHECK IF THIS IS YOUR FINAL REPORT

CONSTRUCTION HAS NOT YET STARTED ON THIS PROJECT

Contractor Signature: _____

Send Completed Form(s) to: ECIDA - Attn: Dawn Boudreau, Compliance Officer, 95 Perry Street, Suite 403, Buffalo, New York 14203 or via email at: dboudreau@ecidany.com