

QUIET MEADOWS SOLAR FARM 1, LLC
and
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2021 Real Estate Lease
(Verona Solar Facility)

Oneida County, Town of Verona, Oneida City School District

Tax Account No.: 310.00-3-65.5 (portion of)

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of September 1, 2021, is by and between **QUIET MEADOWS SOLAR FARM 1, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, with offices at 5 Commerce Avenue, West Lebanon, New Hampshire 03784 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Company desires that the Agency assist in the construction of an approximately 4 MW-AC community solar farm consisting of ground mounted solar arrays, inverters, an electrical collection system, internal infrastructure, electrical lines, 20-foot wide gravel access road, landscaping and a seven-foot tall fence (collectively, the "Improvements"), situated on a 42.08± acre portion of a 87.4± acre parcel of land located at 4330 Stoney Brook Road, Town of Verona, County of Oneida (the "Land") all for the purpose of producing clean, renewable energy for local businesses and residents under the NYSERDA NY-Sun Initiative (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"); and

WHEREAS, Quiet Meadows Farm, LLC (the "Owner") owns the Land and leases it to the Company pursuant to a lease agreement dated August 31, 2021 (the "Land Lease"); and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to accept a leasehold interest in the Facility, pursuant to a Lease Agreement dated of even date herewith and lease the Facility back to the Company pursuant to the terms and conditions contained in a Leaseback Agreement dated of even date herewith; and

WHEREAS, the Agency has agreed to acquire a leasehold interest in the Facility in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Facility will be exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company (the "Exempt Taxes") effective March 1, 2022, because the Agency is acquiring an interest in the Facility and the Facility is used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption does not extend to special assessments or ad valorem levies; and

WHEREAS, the Company understands that it, as lessee of the Facility leased by the Agency, will, in fact, have Exempt Taxes to pay under the provisions of this Agreement in the form of PILOT Payments (defined below) from the first date of the Exemption Term through the term of the Leaseback Agreement as more particularly described on Schedule B attached hereto (the "Exemption Term"); and

WHEREAS, each year of the Exemption Term is more particularly set forth on Schedule B attached hereto (each year being referred to as an "Exemption Year"); and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the Town of Verona or any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, the Oneida City School District and appropriate special districts more specifically set forth on Schedule A attached hereto and made a part hereof (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Leaseback Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company shall pay to each Taxing Authority:

(a) all taxes and payments-in-lieu-of-taxes that are due with respect to the Facility prior to the Exemption Term, no later than the last day during which such payments may be made without penalty; and

(b) all special assessments and ad valorem taxes coming due and payable during the term of the Lease Agreement and the Leaseback Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty (such special assessments and ad valorem taxes to be billed directly by the Tax Authority).

2. (a) As shown on Schedule B, the Company shall pay to each Taxing Authority a fixed amount in lieu of the Exempt Taxes (the "PILOT Payments") during each Exemption Year as follows:

(i) During Exemption Year 1, a fixed PILOT Payment equal to \$28,000.00 (or \$7,000 per MW-AC of nameplate capacity x 4 MW-AC of nameplate capacity) (the "Minimum PILOT Payment"); and

(ii) During Exemption Years 2 through and including 25, a fixed PILOT Payment equal to the greater of (x) the Minimum PILOT Payment or (y) \$7,000 per MW-AC of nameplate capacity in the immediately preceding calendar year, in each case, the PILOT Payment takes into account an incremental increase of two percent (2.00%) for each Exemption Year; and

(iii) 100% of Exempt Taxes after Exemption Year 25.

(b) The Taxing Authorities shall prepare all PILOT invoices, which PILOT invoice shall include (i) the latest assessment notice from the Town of Verona's Assessor's Office as evidence of the Land's assessed value, (ii) a calculation of the PILOT

Payment, (iii) the allocation of PILOT Payments to each Taxing Authority and (iv) the value of the Exempt Taxes that would otherwise have been paid relating to the Improvements and Equipment but not for the IDA's involvement. Such PILOT Payments shall be allocated among the Taxing Authorities in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific allocation. For the purposes of allocating PILOT Payments, each Taxing Authority shall use the tax rate for the prior Exemption Year. If an annual report submitted by the Company to the Agency reflects that the Company increased the nameplate capacity of the Facility in the prior year, the Agency will so notify the Taxing Authorities who will be authorized to issue a supplemental PILOT bill or bills to the Company.

(c) Anything herein to the contrary, notwithstanding, the term "Exempt Taxes" is intended to mean only the increase in real property taxes attributable to construction of the Project. The Taxing Authorities shall bill to the Company, and the Company shall pay to the Taxing Authorities taxes, or make payments in lieu of taxes, on the Land and existing facilities thereon (other than the Improvements and equipment), as if the Agency had no leasehold or other interest therein. If the Land Lease provides that the Owner is responsible for payment of taxes, or payments in lieu of taxes, on the Land and existing facilities thereon (other than the Improvements and equipment) the Company agrees to make such payments if the Owner fails to do so.

(d) Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Leaseback Agreement. The benefits under this Agreement are subject to the terms and conditions of a certain Project Obligation and Recapture Agreement dated as of September 1, 2021 (the "Recapture Agreement").

(e) Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, shall constitute an Event of Default under Section 7.1(a)(vi) of the Leaseback Agreement, and the Agency may take any one or all remedial steps afforded it in Section 7.2 of the Leaseback Agreement; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

3. The Company will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing Authority no later than thirty (30) days after receipt of a PILOT invoice. PILOT Payments that are delinquent under this Agreement shall be subject to a late penalty of five percent (5%) of the amount due which shall be paid by the Company to the Agency on behalf of the affected Taxing Authority at the time the PILOT Payment is paid. For each month, or part thereof, that the PILOT Payment is delinquent beyond the first month, interest shall accrue to and be paid to the affected Taxing Authority on the total amount due plus a late payment penalty in the amount of one percent (1%) per month until the payment is made. Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment (or causing any payment to be made) when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, the Agency shall have the right to terminate the Leaseback Agreement and this PILOT Agreement, and the Company shall henceforth pay one hundred (100%) percent of the Exempt Taxes, together with all costs of collection, including but not limited to reasonable attorneys' fees. Nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

4. The PILOT Payments to be made by the Company pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid by the Owner and/or the Company on the Facility leased to the Company by the Leaseback Agreement if the Agency did not have a leasehold or other interest in the Facility. Notwithstanding anything to the contrary in the Land Lease, all PILOT Payments are the obligation of the Company and the Company agrees to pay on behalf of the Owner all PILOT Payments with respect to the Facility for as long as this PILOT Agreement is in effect.

5. If by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, the Company is required to pay any tax which the payments specified herein are intended to be in lieu of, the Company may deduct the aggregate of any such payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference. Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a private corporation on account of its ownership of the Facility, and

accordingly the annual payment will be adjusted in any Exemption Year to be the lesser of the amount that would be payable in taxes or the PILOT Payment.

6. This Agreement shall be binding upon the successors and assigns of the parties.

7. It is the intent of the parties that the Company will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, the Company is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility. It is the further intent of the parties that the Company will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will 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 taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's interest in the Facility, the Company does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company in all respects in any such proceeding at the sole cost and expense of the Company. Notwithstanding anything herein to the contrary, for so long as this Agreement is in effect, the Company hereby unconditionally and irrevocably waives its right, if any, to apply for and/or receive the benefit of any other real property tax exemption with respect to the Facility, including, without limitation, the real property tax exemption that may be available under Section 487 of the Real Property Tax Law. Notwithstanding the foregoing, the Company does not waive any of its rights under Section 575-b of the Real Property Tax Law.

8. All amounts payable by the Company hereunder will be paid to the Agency and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money.

9. (a) If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or provision will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

(b) This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (i) mailed by United States registered or certified mail, postage prepaid, return receipt requested or (ii) when delivered by a commercial overnight courier that guarantees next day delivery and provides a receipt, to the Agency or the Company, as the case may be, addressed as follows:

To the Agency: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-4105
Attn.: Chairman

With a Copy To: Bond, Schoeneck & King, PLLC
501 Main Street
Utica, New York 13501
Attn.: Linda E. Romano, Esq.

To the Company: Quiet Meadows Solar Farm 1, LLC
5 Commerce Avenue
West Lebanon, New Hampshire 03784
Attn.: Margaret Campbell

With a Copy To: Nixon Peabody, LLP
1300 Clinton Square
Rochester, New York 14604
Attn.: Barry Carrigan, Esq.


provided, that the Agency or the Company may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[signature pages follow]

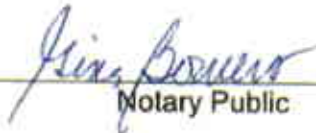
IN WITNESS WHEREOF, the parties have executed this **PILOT Agreement** as of the date first above written.

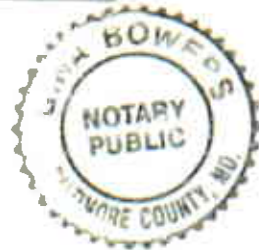
QUIET MEADOWS SOLAR FARM 1, LLC
By: EDF Renewables Distributed Solutions, Inc.,
its sole member

By: 
James Resor
CEO of Manager

MARYLAND
STATE OF ~~NEW HAMPSHIRE~~)
 : ss.:
COUNTY OF BALTIMORE)

On the 2nd day of September 2021 before me, the undersigned a notary public in and for said state, personally appeared **James Resor**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



SECOND SIGNATURE PAGE TO PILOT AGREEMENT
(QUIET MEADOWS SOLAR FARM 1, LLC FACILITY)

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:



David C. Grow
Chairman

STATE OF NEW YORK)
 : ss.:
COUNTY OF ONEIDA)

On the 1st day of September 2021 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LORI L. PATRICK
Notary Public, State of New York
No. 01PA6034055
Qualified in Oneida County
My Commission Expires Dec. 6, 2021

SCHEDULE A

COUNTY OF ONEIDA

Receiver of Taxes
800 Park Avenue
Utica, New York 13501

TOWN OF VERONA

Receiver of Taxes
6600 Germany Road
Durhamville, New York 13054

ONEIDA CITY SCHOOL DISTRICT

Receiver of Taxes
P.O. Box 2203
Buffalo, New York 14240-2203

SCHEDULE B

Exemption Year	County/City Taxes	School Taxes	Minimum PILOT Payment*
Year 1 (billed 6/1/2022)	01/01/2023 – 12/31/2023	07/01/2022 – 06/30/2023	\$28,000
Year 2 (billed 6/1/2023)	01/01/2024 – 12/31/2024	07/01/2023 – 06/30/2024	\$28,560
Year 3 (billed 6/1/2024)	01/01/2025 – 12/31/2025	07/01/2024 – 06/30/2025	\$29,131
Year 4 (billed 6/1/2025)	01/01/2026 – 12/31/2026	07/01/2025 – 06/30/2026	\$29,714
Year 5 (billed 6/1/2026)	01/01/2027 – 12/31/2027	07/01/2026 – 06/30/2027	\$30,308
Year 6 (billed 6/1/2027)	01/01/2028 – 12/31/2028	07/01/2027 – 06/30/2028	\$30,914
Year 7 (billed 6/1/2028)	01/01/2029 – 12/31/2029	07/01/2028 – 06/30/2029	\$31,533
Year 8 (billed 6/1/2029)	01/01/2030 – 12/31/2030	07/01/2029 – 06/30/2030	\$32,163
Year 9 (billed 6/1/2030)	01/01/2031 – 12/31/2031	07/01/2030 – 06/30/2031	\$32,806
Year 10 (billed 6/1/2031)	01/01/2032 – 12/31/2032	07/01/2031 – 06/30/2032	\$33,463
Year 11 (billed 6/1/2032)	01/01/2033 – 12/31/2033	07/01/2032 – 06/30/2033	\$34,132
Year 12 (billed 6/1/2033)	01/01/2034 – 12/31/2034	07/01/2033 – 06/30/2034	\$34,814
Year 13 (billed 6/1/2034)	01/01/2035 – 12/31/2035	07/01/2034 – 06/30/2035	\$35,511
Year 14 (billed 6/1/2035)	01/01/2036 – 12/31/2036	07/01/2035 – 06/30/2036	\$36,221
Year 15 (billed 6/1/2036)	01/01/2037 – 12/31/2037	07/01/2036 – 06/30/2037	\$36,945
Year 16 (billed 6/1/2037)	01/01/2038 – 12/31/2038	07/01/2037 – 06/30/2038	\$37,684
Year 17 (billed 6/1/2038)	01/01/2039 – 12/31/2039	07/01/2038 – 06/30/2039	\$38,438
Year 18 (billed 6/1/2039)	01/01/2040 – 12/31/2040	07/01/2039 – 06/30/2040	\$39,207
Year 19 (billed 6/1/2040)	01/01/2041 – 12/31/2041	07/01/2040 – 06/30/2041	\$39,991
Year 20 (billed 6/1/2041)	01/01/2042 – 12/31/2042	07/01/2041 – 06/30/2042	\$40,791
Year 21 (billed 6/1/2042)	01/01/2043 – 12/31/2043	07/01/2042 – 06/30/2043	\$41,607
Year 22 (billed 6/1/2043)	01/01/2044 – 12/31/2044	07/01/2043 – 06/30/2044	\$42,439
Year 23 (billed 6/1/2044)	01/01/2045 – 12/31/2045	07/01/2044 – 06/30/2045	\$43,287
Year 24 (billed 6/1/2045)	01/01/2046 – 12/31/2046	07/01/2045 – 06/30/2046	\$44,153
Year 25 (billed 6/1/2046)	01/01/2047 – 12/31/2047	07/01/2046 – 06/30/2047	\$45,036

* This column titled "Minimum PILOT Payment" assumes that there is no increase in nameplate capacity above 4MW AC. As provided in Section 2(a)(ii) of this PILOT Agreement, any increases in nameplate capacity will result in additional PILOT Payments.