

SECOND AMENDMENT TO PAYMENT IN LIEU OF TAXATION AGREEMENT

THIS SECOND AMENDMENT TO PAYMENT IN LIEU OF TAXATION AGREEMENT ("Second Amendment"), made as of the 30 day of August, 2024 amends that certain Payment in Lieu of Taxation Agreement, made as of December 13, 2022 ("Original PILOT Agreement") by and between the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices at 548 Broadway, Monticello, New York 12701 ("Agency") and NY MAMAKATING I, LLC, a New York limited liability company, having its principal offices located at 560 Davis Street, Suite 250, San Francisco, California 94111 ("Company").

Unless otherwise defined herein, all capitalized terms shall have the meaning given them in the Original PILOT Agreement.

RECITALS

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

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

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

WHEREAS, pursuant to and in connection with the provisions of the Enabling Act, Chapter 560 of the Laws of 1970 of the State (collectively referred to as the "Act") created the Agency which is empowered under the Act to undertake the providing, financing and leasing of the facility described below; and

WHEREAS, on or about December 13, 2022, the Agency and the Company entered into the Original PILOT Agreement with respect to the Company's Project consisting of the construction of an approximately 3MW solar photovoltaic electricity generating facility to be interconnected to the Orange & Rockland electrical grid ("Project") and constructed on one (1) parcel of real estate consisting of approximately 20± acres accessed from Barone Road, Town of Mamakating ("Town"), County of Sullivan, State and identified on the Town tax map as a portion of Section 26, Block 1, Lot 4.2 ("Land"); and

WHEREAS, on or about May 30, 2023, the Company requested an amendment to the Original PILOT Agreement to reduce each annual PILOT Payment by fifty (50%) percent of the difference between the PILOT Payment set forth in the Original PILOT Agreement and the theoretical taxes as calculated using the discounted cash flow appraisal model published by the New York State Department of Taxation and Finance for assessing such CDG systems; and

WHEREAS, on or about September 19, 2023, the Company and the Agency entered into that certain First Amendment to Payment in Lieu of Taxation Agreement (“First Amendment to PILOT Agreement” and together with the Original PILOT Agreement collectively, the “PILOT Agreement”) to reduce each annual PILOT Payment to the amount requested; and

WHEREAS, the PILOT Agreement contemplated that the Project would be complete and placed in service after March 1, 2023 and before March 1, 2024, and that the twenty-year PILOT Period would begin with the PILOT Payment due February 1, 2025; and

WHEREAS, the Project was interconnected to the Orange & Rockland electrical grid on April 19, 2024; and

WHEREAS, given the circumstances and timing of the Project’s interconnection, the Company and the Agency wish to amend the PILOT Agreement to provide for a “pre-interconnection” PILOT Payment due February 1, 2025, with the twenty-year PILOT Period beginning on February 1, 2026.

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

1. **Amendment to PILOT Agreement Section 2.** Section 2 of the PILOT Agreement is hereby deleted in its entirety and the following inserted in its place and stead:

“2. Agreement to Make Payments in Lieu of Taxes.

(a) Pre-Interconnection Period. For the PILOT Payment date February 1, 2025, the Company agrees to pay to the Agency at 548 Broadway, Monticello, New York 12701, or at such other address as shall be designated from time to time by the Agency (the “Agency’s Offices”), a payment in lieu of tax (“PILOT Payment”) in the amount of Eight Thousand One Hundred Sixty-Two and 50/100 (\$8,162.50) Dollars per name plate AC MW, which for this 3MW AC name plate Project is Twenty Four Thousand Four Hundred Eighty-Seven and 50/100 (\$24,487.50) Dollars.

(b) RPTL §487 Exemption Period. During the period the Solar Array is exempt from general ad valorem real property taxes under RPTL §487 (years 1 to 15), the Company agrees to pay to the Agency at the Agency’s Offices annual PILOT Payments in the amount of Twenty-Four Thousand Four Hundred Eighty-Seven and 50/100 (\$24,487.50) Dollars;

For only the fifteen (15) year period during which time the Project is owned by the Company or an Affiliate of the Company and is exempt from general ad valorem real property taxes under Real Property Tax Law §487, the Company shall not and shall cause any of its Affiliates (as such term is defined below) not to enter into any agreement to make payments in lieu of tax, or agree to be subject to general ad valorem real property taxes payments, in each case in amounts greater than the PILOT Payments provided for herein for any other solar photovoltaic electricity generating facility located in Sullivan County and interconnected to the Orange & Rockland electrical grid. For the purposes of this Section 2(a), the term "Affiliate" shall mean any entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, the Company.

(c) RPTL §412-a Exemption Period. During any period the Land and Solar Array are exempt from taxation under §412-a of the RPTL and §874 of the Act, the Company agrees to pay the Agency at the Agency's Offices a PILOT Payment equal to what the real estate taxes on the unimproved Land (without giving effect to any increase to the assessed value associated with the Project) would have been if the Agency was not involved with the Project PLUS Twenty Four Thousand Four Hundred Eighty-Seven and 50/100 (\$24,487.50) Dollars.

(d) The chart which follows sets forth the anticipated years of the overall twenty (20) year period for PILOT Payments under the Agency's Community Distributed Generation Tax Abatement Policy; the date that a PILOT Payment is due; and the appropriate tax periods to which the PILOT Payment applies.

Year	PILOT Payment Due Date	School Fiscal Year Beginning	County and Town
Pre-Interconnection	February 1, 2025	July 1, 2024	January 1, 2025
1	February 1, 2026	July 1, 2025	January 1, 2026
2	February 1, 2027	July 1, 2026	January 1, 2027
3	February 1, 2028	July 1, 2027	January 1, 2028
4	February 1, 2029	July 1, 2028	January 1, 2029
5	February 1, 2030	July 1, 2029	January 1, 2030
6	February 1, 2031	July 1, 2030	January 1, 2031
7	February 1, 2032	July 1, 2031	January 1, 2032
8	February 1, 2033	July 1, 2032	January 1, 2033
9	February 1, 2034	July 1, 2033	January 1, 2034
10	February 1, 2035	July 1, 2034	January 1, 2035

11	February 1, 2036	July 1, 2035	January 1, 2036
12	February 1, 2037	July 1, 2036	January 1, 2037
13	February 1, 2038	July 1, 2037	January 1, 2038
14	February 1, 2039	July 1, 2038	January 1, 2039
15	February 1, 2040	July 1, 2039	January 1, 2040
16	February 1, 2041	July 1, 2040	January 1, 2041
17	February 1, 2042	July 1, 2041	January 1, 2042
18	February 1, 2043	July 1, 2042	January 1, 2043
19	February 1, 2044	July 1, 2043	January 1, 2044
20	February 1, 2045	July 1, 2044	January 1, 2045

(e) Other Agreements Relating to PILOT Payments. The Agency shall remit to the Taxing Jurisdictions PILOT Payments received hereunder within thirty (30) days of receipt and shall allocate the PILOT Payments among the Taxing Jurisdictions in the same proportion as normal real estate taxes would have been allocated but for the Agency's involvement.

The Company shall not be entitled to receive from the Agency or the Taxing Jurisdictions real property tax benefits relative to the Project for more than the period provided in this Agreement. The Company therefore agrees that it will not seek from the Agency or the Taxing Jurisdictions any such real property tax exemption for the Project which could provide benefits for more than the periods provided for in this Agreement.”

2. **PILOT Agreement Continuing Obligations.** Company and Agency hereby confirm that other than those terms modified by this Second Amendment, each and every term set forth in the PILOT Agreement constitute valid and continuing obligations through and including the expiration of said PILOT Agreement.
3. **No Other Modification/ Further Amendments In Writing.** No other term or condition contained in the PILOT Agreement is modified in any way. The PILOT Agreement shall not be modified in any manner, except in a writing duly executed by the parties hereto.
4. **Conflict.** Company and Agency hereby agree that should there be a conflict arising out of the terms of the PILOT Agreement and this Second Amendment, this Second Amendment shall prevail.
5. **Authority.** By their signatures below, each of the parties acknowledge that they have been duly authorized to execute this Second Amendment in the capacities listed underneath their signatures. This Second Amendment may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment effective as of the date hereof.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY



By: Howard Siegel, Chairman

NY MAMAKATING I, LLC
By: Generate C&I Warehouse II, LLC,
Its Sole Member



By: Margaret Flannery, Authorized Signatory