

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (“PILOT Agreement”), dated as of February 24, 2025, is by and between WYOMING COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York (the “Agency”) and ALLE-CATT WIND ENERGY LLC, a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware (the “Company”).

RECITALS:

A. The Agency is authorized under the laws of the State of New York, and in particular the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended, and Section 901-b of the General Municipal Law, as amended (collectively, the “Act”), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial and research facilities and thereby advance the job opportunities, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living.

B. The Company submitted an application to the Agency, as subsequently amended (collectively, the “Application”) requesting the Agency’s assistance with a certain project (the “Project”) consisting of: (i) the construction and operation of a 45 megawatt (MW) AC wind turbine electric generating facility comprised of nine (9) wind turbines, electrical substation improvements and associated appurtenances, and related improvements (collectively, the “Improvements”) and acquisition thereof by the Agency of a leasehold interest in the Improvements to be located at twenty-one (21) tax parcels identified on Schedule A attached hereto (the “Project Parcels” or the “Premises”); and (ii) the acquisition of and installation in and around the Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the “Equipment” and, collectively with, the Improvements, the “Facility”).

C. As part of the Company’s Application to the Agency, the Company requested that the Agency consider a deviation from the Agency’s Uniform Tax Exemption Policy to allow for a payment-in-lieu-of-tax agreement to utilize a per-MW payment structure and provide twenty (20) years of real property tax abatement for the Improvements (the “PILOT Deviation”).

D. The Agency approved the PILOT Deviation and authorized a fixed annual PILOT payment of \$2,290 per megawatt (MW) AC with respect to the Facility’s 45 MW nameplate capacity for a term of up to twenty (20) years, increasing annually by one percent (1%).

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

F. 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

G. The Agency and the Company wish to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Wyoming County (the “County”), the Town of Arcade (the “Town”), and Pioneer Central School District (hereinafter the “School District” or “School”, and together with the County and Town, the “Affected Taxing Jurisdictions”); and

H. The Company and the Town have entered into a certain host community agreement, dated as of February 14, 2020, as the same may from time to time be amended (the “Host Community Agreement”), whereby the Company has agreed to make certain host community payments to the Town as described therein.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined herein, the terms used in this PILOT Agreement shall have the meanings specified in the Agency Lease Agreement.

Section 2. Agency Tax Exemption and Term.

2.1 Subject to the completion and filing of an Application for Tax Exemption by the Taxable Status Date and the approval of the Application for Tax Exemption by the Assessor, the Project shall be exempt from Real Estate Taxes commencing with the 2027-2028 tax fiscal year of the School District and the 2028 tax fiscal year of the Town and County. The Company shall provide the Agency with all information required to complete the Application for Tax Exemption and shall provide such additional information and take such actions as are required by the Assessor in order to process and approve the Application. In the event the exemption from Real Estate Taxes is denied for any reason, the Company agrees to pay all Real Estate Taxes levied upon the Project as they become due. To the extent permitted by law, the Company shall have the right to protest such denial subject, however, to the conditions set forth in Section 8.1 of the Agency Lease Agreement. 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. This PILOT Agreement shall have a term of twenty (20) years such that this PILOT Agreement shall terminate on December 31, 2047, unless otherwise earlier terminated as set forth herein.

2.2 It is understood and agreed that the real property tax exemption conferred upon the Project by virtue of the Agency’s involvement applies only to the approximately 45 MW (AC) wind turbine electric generating facility to be constructed on the Premises (the “Wind Facility”). The real property tax exemption does not apply to exempt the general levy real property taxes on the real property (the “Land”) or the improvements that existed on the Premises prior to the effective date of the Agency Lease Agreement and this PILOT Agreement (the “Pre-Project Taxes”), which Pre-Project Taxes shall continue to be paid by the Company and/or fee title owners of the Project Parcels to each respective Affected Taxing Jurisdiction

as and when due.

Section 3. Obligation of the Company to Make Payments in Lieu of Taxes.

Subject to the approval of the Application for Tax Exemption, the Company shall make payments in lieu of real estate taxes (the “PILOT Payments”) to the Affected Taxing Jurisdictions pursuant to the terms of this PILOT Agreement.

Section 4. Taxing Authorities and Amounts.

4.1 Until the commencement of the tax fiscal years set forth in Section 4.2 hereof, the Company shall continue to pay all Affected Taxing Jurisdictions all taxes due as if the Agency did not have an interest in the Project. Thereafter, the Company shall make PILOT Payments to the Affected Taxing Jurisdictions on the Facility constituting the Project, as more particularly described on Schedule B attached hereto and made a part hereof, in accordance with this Section 4.

4.2 PILOT Payments to the County of Wyoming (the “County”) for each of the tax fiscal years 2028 through 2047, to the Town of Arcade (the “Town”) for each of the tax fiscal years 2028 through 2047 and to the Pioneer Central School District (the “School District”) for each of the tax fiscal years 2027 - 2028 through 2046 - 2047 or until termination of the Agency Lease Agreement, whichever occurs first, shall be in an amount equal to the sum of multiplying the nameplate generating capacity of the Project measured in megawatts (“MWs”) by a fixed amount of \$2,290.00, subject to an annual increase of one percent (1%), as more particularly set forth in Schedule B attached hereto and made a part hereof. It is anticipated that the nameplate generating capacity of the Project will be 45 MW (AC). The total PILOT Payments required under this PILOT Agreement are to be allocated among the Affected Taxing Jurisdictions in proportion to the amount of real property tax and other taxes which would have been received by each Affected Taxing Jurisdiction had the Project not been tax exempt due to the status of the Agency.

4.3 Payments for each County and Town tax fiscal year must be made by February 15 of that year and payments for each School District tax fiscal year must be made by October 15 of that year (or such later date as may be permitted by the Affected Taxing Jurisdiction) or such payment shall be considered delinquent. Each such payment for the County and Town and the School District shall be made to the Agency at 36 Center Street, Suite D, Warsaw, New York 14569, or to such other place as may be designated in writing by the Agency from time to time.

4.4 To the extent that special district charges, special assessments and special *ad valorem* levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are levied against the Project, they shall be paid in full by the Company as if the Agency did not have an interest in the Project.

4.5 The payments required under Section 4.1 through 4.4 of this Section shall in no event be more than would be otherwise payable as taxes if the Agency did not have an interest in the Project.

4.6 Each of the foregoing payments described in this Section 4 shall be made on or before the date specified herein.

4.7 Upon the termination of the periods shown in Section 4.1, for the respective taxing authorities, the Company shall make full payment in lieu of all taxes on the Project as if the Agency did not have an interest in the Project.

4.8 The parties assume that the completed Project will be identified as exempt on the tax rolls as of the Taxable Status Date of March 1, 2027. In the event that this assumption is incorrect, then the dates expressed in Section 4.1 may be adjusted by written amendment to this Agreement, in which case the Company shall provide such information as may be necessary for the Agency to complete an amended Form RP-412-a.

4.9 If there shall be a future addition to the Facility that has not been described in the Application that is constructed or added in any manner after the date of this PILOT Agreement, the Company shall notify the Agency of such future addition ("Future Addition", which shall include equipping or modification of the Facility to produce in excess of 45MW AC wind electrical generation). 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 upon the commercial operation date of any such Future Addition, 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 Future Addition following Agency consultation with the assessor. If the Company shall disagree with the proposed increase, then and in that event the PILOT Payment attributable to the Future Addition 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 until a different total PILOT Payment shall be established.

Section 5. Proration.

During the last year of the term of the Agency Lease Agreement, the Company may prorate any of its PILOT Payments on the basis of the actual period during which the Agency has an interest in the Project so that there shall exist no period of time for which the Company is obliged to make PILOT Payments in addition to the actual tax payments to which the Project is subject, under current law, at the time the Agency's interest in the Project is terminated.

Section 6. Obligations and Rights of the Company Relating to Tax Assessments and Levies.

6.1 Subject to the provisions of the Agency Lease Agreement, the Company in cooperation with the Agency shall:

(a) cause the appropriate real estate tax assessment and tax levy officers to assess the Project and apply tax rates to the respective assessments as if the Agency did not have an interest in the Project;

(b) cause the appropriate real estate tax officers to submit to the Company, when the respective types of taxes are levied on privately owned property, statements specifying the respective amounts and due dates of taxes involved in this PILOT Agreement which the appropriate taxing authorities would receive if the Agency did not have an interest in such property; and

(c) file any accounts or tax returns required with the appropriate officer or officers.

6.2 The payments the Company is required to make under this PILOT Agreement are subject to the Company's rights, hereby granted, (i) to obtain reductions in the assessed valuation of the Project or to obtain exemptions and discounts, if any, which are afforded to the Company as a private owner of the Project (excluding, however, any, discount or exemption afforded by Section 487 of the New York Real Property Tax Law), and (ii) to seek to obtain refunds of any such payments made including payments made pursuant to this PILOT Agreement. The Agency, at no expense to the Agency, shall join in any procedure for obtaining relief under this paragraph to the extent that the Agency's consent is required for the Company to undertake such procedure; provided, however, that the Company shall continue to make the PILOT Payments required by this PILOT Agreement adjusted for any reduction as provided above so long as the Agency Lease Agreement shall remain in effect.

Section 7. Default in Payment in Lieu of Taxes.

In the event the Company fails to make any such PILOT Payments when due, whether for a full tax fiscal year or years or for a portion of a tax fiscal year pursuant to Sections 4 or 5 hereof, the amount or amounts so in default shall continue as an obligation of the Company until fully paid. In addition, if any payment is not received by the Affected Taxing Jurisdiction or jurisdictions when due, the Company shall pay (i) a late payment penalty equal to five percent (5%) of the delinquent amount, and (ii) for each month, or part thereof, that the payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, equal to one percent (1%) per month until the payment is made. The Agency and the Company hereby acknowledge the right of the Town, the County and the School District to recover directly from the Company any amounts so in default pursuant to General Municipal Law §874(6). The Company shall promptly notify the Agency of any action brought, or other measure taken, by an Affected Taxing Jurisdiction to recover such amounts. It is understood that the right of any Affected Taxing Jurisdiction herein acknowledged is in addition to, and shall not impair, the Agency's own rights arising from a breach of this PILOT Agreement. Should the Agency, the Town, the County and/or the School District commence any action to recover directly from the Company any amounts so in default, such parties shall be entitled to recover from the Company the amount due, the late payment penalty, interest, expenses, costs and disbursements, together with the reasonable attorneys' fees necessary to prosecute such action or proceeding.

Section 8. Effect of Fulfillment of the Requirement; Claw-back Requirements.

(a) Once the Company pays the amounts required by this PILOT Agreement, the Company shall not be required to pay any real estate taxes on the Facility for which PILOT Payments 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 Affected Taxing Jurisdiction 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.

(b) Notwithstanding anything contained within this PILOT Agreement to the contrary, the Agency and the Company have entered into that certain Project Agreement, dated as of November 20, 2024 (the “Project 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 Project Agreement. The Company covenants and agrees that, if at any time, it fails to maintain its covenants and/or the terms and conditions as set forth in the Project Agreement so as to effect an event of recapture as described within the Project 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 Project Agreement.

Section 9. Effect of Events of Default.

9.1 The following shall constitute “Event(s) of Default” under this PILOT Agreement:

(a) The Company fails to make any PILOT Payments required hereunder or fails to perform any other obligation imposed on the Company under this PILOT Agreement.

(b) The occurrence and continuance of any other Event of Default as defined in the Agency Lease Agreement or Project Agreement.

(c) The occurrence and continuance of an event of default under the Host Community Agreement.

9.2 If the Project is not being used in accordance with the Act or the Agency Lease Agreement or Project Agreement, or if an Event of Default occurs, the Company shall make PILOT Payments on the Project in such amounts as would be payable as real estate taxes levied on the Project as if the Agency did not have an interest in the Project. The applicable tax assessment and tax levy rates shall be those in effect in the records of the Affected Taxing Jurisdictions.

9.3 The period for the payments required by Section 9.2 of this Section shall commence on the date the Agency determines (i) that the use of the Project under the Act or the Agency Lease Agreement or Project Agreement is not being complied with, or (ii) that an Event of Default has occurred and is continuing.

9.4 Upon the occurrence of an Event of Default hereunder resulting from the failure of the Company to make any payment required hereunder, the Agency shall have, in addition to other remedies available to the Agency, the right to terminate the Agency Lease Agreement and convey the Facility to the Company, thus subjecting the Facility to immediate full taxation pursuant to applicable provisions of the New York Real Property Tax Law.

Section 10. Survival of the Company’s Obligations.

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

Section 11. Miscellaneous.

11.1 Assignment. No portion of or any interest in this PILOT 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.

11.2 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: Wyoming County Industrial Development Agency
36 Center Street, Suite D
Warsaw, New York 14569
Attn: Chief Executive Officer

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

To the Company: Alle-Catt Energy LLC
One South Wacker Drive, Suite 1800
Chicago, Illinois 60606
Attn: General Counsel

With a copy to: Hodgson Russ LLP
The Guaranty Building
140 Pearl Street, Suite 100
Buffalo, New York 14202
Attn: Daniel Spitzer, 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.

11.3 Governing Law; Venue. This PILOT Agreement shall be governed by the laws of the State of New York. The parties hereto hereby agree to submit to the personal jurisdiction of the state courts located in Wyoming County, New York and the federal district courts of the Western District of New York.

11.4 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 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.

11.5 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.

11.6 No Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this PILOT Agreement, or the waiver by any party of any breach of this PILOT Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

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

11.8 Entire Agreement. This PILOT Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied.

11.9 Termination. In the event the Company Lease or Agency Lease Agreement are terminated for any reason, this Agreement shall be terminated as of the effective date of the termination of such agreements.

11.10 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 one and same instrument. Delivery of an executed signature page to this PILOT Agreement by facsimile transmission or electronic transmission in portable document format (pdf) shall be as effective as delivery of a manually signed counterpart of this PILOT Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Agency and the Company have caused this PILOT Agreement to be

executed as of the day and year first above written.

WYOMING COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: James Pierce
Title: Executive Director

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

On the ____ day of _____, in the year 2025, before me, the undersigned, personally appeared James Pierce, 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 this instrument.

Notary Public

[Agency Signature Page to PILOT Agreement]

ALLE-CATT WIND ENERGY LLC

By: _____
Name: Michael Kaplan
Title: Vice President

STATE OF)
) SS.:
COUNTY OF)

On the ____ day of _____, in the year 2025, before me, the undersigned, personally appeared Michael Kaplan, 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 this instrument.

Notary Public

[Company Signature Page to PILOT Agreement]

SCHEDULE A

PREMISES / PROJECT PARCELS

The Project will be constructed on twenty-one (21) tax parcels located in the Town of Arcade, identified as follows:

SBL 184.-1-24
SBL 184.-1-3
SBL 185.-1-1.3
SBL 185.-1-2.1
SBL 185.-1-18
SBL 195.-1-1.1
SBL 184.-1-6.11
SBL 184.-1-1
SBL 185.-1-8.1
SBL 184.-1-23.111
SBL 185.-1-16
SBL 185.-1-19
SBL 185.-1-1.211
SBL 185.-1-15.11
SBL 195.-1-2.2
SBL 194.-1-18
SBL 193.-2-22.1
SBL 194.-1-14
SBL 194.-1-2
SBL 194.-1-19
SBL 185.-1-24.1

For each of these tax parcels, the Agency has requested that the assessor create sub-parcels (back-slash parcels) for the wind project facility improvements.

SCHEDULE B

PAYMENT IN LIEU OF TAX SCHEDULE

PILOT Payments will be due and payable as follows: with respect to the County and Town by February 15, and with respect to the School District by October 15. PILOT Payments shall be calculated as follows:

The assessed value of the Land and any pre-Project improvements will continue to be paid as real property taxes outside of the PILOT Agreement.

With respect to the assessed value added by the Project, the PILOT Agreement will provide for payments by the Company of \$2,290.00 per megawatt (MW) AC installed capacity, subject to an annual increase of one percent (1%) as shown on the table on the page which follows. The PILOT Agreement will have a term of twenty (20) years.

<u>TAX FISCAL YEAR</u>		<u>PER MEGAWATT CHARGE</u>
<u>Town and County</u>	<u>School</u>	
2028	2027-2028	\$2,290.00
2029	2028-2029	\$2,312.90
2030	2029-2030	\$2,336.03
2031	2030-2031	\$2,359.39
2032	2031-2032	\$2,382.98
2033	2032-2033	\$2,406.81
2034	2033-2034	\$2,430.88
2035	2034-2035	\$2,455.19
2036	2035-2036	\$2,479.74
2037	2036-2037	\$2,504.54
2038	2037-2038	\$2,529.58
2039	2038-2039	\$2,554.88
2040	2039-2040	\$2,580.43
2041	2040-2041	\$2,606.23
2042	2041-2042	\$2,632.30
2043	2042-2043	\$2,658.62
2044	2043-2044	\$2,685.62
2045	2044-2045	\$2,712.06
2046	2045-2046	\$2,739.18
2047	2046-2047	\$2,766.57