
HERKIMER COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

WATKINS ROAD SOLAR NY LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF NOVEMBER 1, 2024

**RELATED TO THE PREMISES LOCATED AT
WATKINS ROAD AND SOKOL ROAD IN THE TOWNS
OF SCHUYLER AND HERKIMER, HERKIMER
COUNTY, NEW YORK.**

TABLE OF CONTENTS
(This Table of contents is not part of the Payment in Lieu of Tax
Agreement and is for convenience)

	<u>PAGE</u>
PARTIES	1
RECITALS	1

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.01. Representations of and Warranties by the Company	3
Section 1.02. Representations of and Warranties by the Agency	4

ARTICLE II
COVENANTS AND AGREEMENTS

Section 2.01. Tax-Exempt Status of the Facility	5
Section 2.02. Payments in Lieu of Taxes	6
Section 2.03. Credit for Taxes Paid	10
Section 2.04. Late Payments	11

ARTICLE III
LIMITED OBLIGATION

Section 3.01. No Recourse; Limited Obligation of the Agency	11
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ARTICLE IV
EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Events of Default	12
Section 4.02. Remedies on Default	13
Section 4.03. Payment of Attorneys' Fees and Expenses	14
Section 4.04. Remedies; Waiver and Notice	14

ARTICLE V
MISCELLANEOUS

Section 5.01. Term	15
Section 5.02. Form of Payments	15
Section 5.03. Company Acts	15
Section 5.04. Amendments	15
Section 5.05. Notices	16
Section 5.06. Binding Effect	17
Section 5.07. Severability	17
Section 5.08. Counterparts	17

Section 5.09. Applicable Law.....	17
CONSTRUCTION	18
SIGNATURES	19
EXHIBIT A-1 - Description of the Facility Parcel No. 1	20
EXHIBIT A-2 - Description of the Facility Parcel No. 2.....	21
EXHIBIT A-3 - Description of the Facility Parcel No. 3	22

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of November 1, 2024 (the “Payment in Lieu of Tax Agreement”) by and between HERKIMER COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 420 East German Street, Suite 101A, Herkimer, New York 13350 (the “Agency”) and WATKINS ROAD SOLAR NY LLC, a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 7000-100 King Street West, Toronto, Ontario M5X 1A9 (the “Company”).

W I T N E S S E T H

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

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the “State”) and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of 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 purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its projects, to charge and collect rent or the purchase price therefore; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 77 of the Laws of 1974 of the State (collectively with the Enabling Act, the “Act”) and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, by resolution adopted by the members of the Agency on March 28, 2023, (the “Second Amended Inducement Resolution”) pursuant to which the Agency agreed to accept an updated project application (the “Updated Application”) from the Company and further agreed, subject to numerous conditions, to consider undertaking a project (the “Project”) consisting of the following: (A) (1) the acquisition of an interest in an approximately 282 acre parcel of land (the “Land”) located on Watkins Road and Sokol Road in the Towns of Schuyler and Herkimer, Herkimer County, New York (2) the installation of a solar photovoltaic facility on the Land with an approximate 20 megawatt capacity (the “Facility”) and (3) the acquisition and installation therein and thereon of certain fixtures and equipment (the “Equipment”), all of the foregoing to constitute a solar photovoltaic facility to be operated by the Company (the Land, the Facility and

the Equipment being collectively referred to as the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales taxes, real estate transfer taxes, mortgage recording taxes and real property taxes (collectively, the “Financial Assistance”); and (C) the lease or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to the Inducement Resolution the Executive Director of the Agency (A) caused notice of a public hearing of the Agency to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project (the “Public Hearing”) to be mailed on April 1, 2023 to the chief executive officer of the county and of each city, town, village and school district in which the Project is to be located, (B) caused notice of the Public Hearing to be published on March 31, 2023 in the Times Telegram, a newspaper of general circulation available to residents of the County of Herkimer, (C) conducted the Public Hearing on April 12, 2023 at 10:30 o’clock a.m. local time, given the State disaster emergency resulting from the novel coronavirus and COVID-19 and the prohibition of large public gatherings, via the online web-based Zoom video and audio conference platform, and (D) prepared a report of the Public Hearing which fairly summarized the views presented at said public hearing and distributed same to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”), and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), the Town of Schuylers adopted a Resolution on February 4, 2020 determining that the Project will not have a significant adverse environmental impact and issued a “Negative Declaration” with respect to the Project (“SEQRA Resolution”); and

WHEREAS, by resolution adopted by the members of the Agency on June 27, 2023 (the “Authorizing Resolution”), the Agency determined to grant the Financial Assistance and to enter into a Uniform Project and Lease Agreement and/or Sublease (the “Lease Agreement or Sublease Agreement”) between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement and/or Sublease Agreement, the “Agency Documents”); and

WHEREAS, pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company for a lease term ending on the earlier to occur of (1) January 2039 or (2) the date on which the Lease Agreement is terminated pursuant to the termination provisions thereof. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, pursuant to the provisions of the Lease Agreement, (A) the Company will, as agent of the Agency, undertake and complete the Project and (B) the Agency will lease the Project Facility to the Company; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency (1) a certain lease to agency (the "Lease"), pursuant to which the Company leases to the Agency its leasehold interest in the Land under the Facility (the "Facility Parcel") for a lease term ending on the earlier to occur of (a) 2039 or (b) the date on which the Lease Agreement is terminated pursuant to the termination provisions thereof, and (B) the Company and the Agency will execute and deliver a payment in lieu of tax agreement (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Facility, and (C) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Facility and the Payment in Lieu of Tax Agreement will be mailed by the Agency to the assessor and the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act); and

WHEREAS, pursuant to the terms set forth in the Lease Agreement, the Agency will lease the Facility Parcel, which Facility Parcel is more fully described on Exhibit "A-1," Exhibit "A-2" and Exhibit "A-3" attached hereto; and

WHEREAS, pursuant to the terms set forth in the Leaseback Agreement (the "Leaseback Agreement"), the Company will lease the Facility parcel back from the Agency; and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "Real Property Tax Law"), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company.

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY.
The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State, and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations

on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its directors (and shareholders, if necessary) has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization, operating agreement and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization or operating agreement or any other corporate restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which the Company or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a 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 of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consents. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY.
The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and

has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

ARTICLE II COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE FACILITY.

(A) Assessment of the Facility. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of the Facility Premises by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a with respect to the Facility, and for so long thereafter as the Agency shall have an interest in the Facility, the Facility shall be assessed by the various taxing entities having jurisdiction over the Facility, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the "Taxing Entities," and each of such Taxing Entities being sometimes individually hereinafter referred to as a "Taxing Entity") as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest in the Facility created by the Underlying Lease and the filing of the Real Property Tax Exemption Form. The Company shall, promptly, following acquisition by the Agency of the leasehold interest in the Facility created by the Underlying Lease, take such action as may be necessary to ensure that the Facility shall be assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form shall be filed with the appropriate officer or officers of each respective Taxing Entity responsible for assessing properties on behalf of each such Taxing Entity (each such officer being hereinafter referred to as an "Assessor"). For so long thereafter as the Agency shall own such leasehold interest in the Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The parties hereto understand that the Facility shall not be entitled to such tax-exempt status on the tax rolls of any Taxing Entity until the first tax

year of such Taxing Entity following the tax status date of such Taxing Entity occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Facility Premises and the Real Property Tax Exemption Form is filed. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Facility shall be entitled to exempt status on the tax rolls of the respective Taxing Entities. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Facility.

To the extent any of the Equipment is deemed taxable as real property it shall be included, for purposes of this Agreement, as part of the Facility.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Facility Premises.

(C) Facility Tax-Exempt/Facility Parcel Taxable. Notwithstanding anything contained in this Payment in Lieu of Tax Agreement to the contrary, the Agency and the Company understand that only the Facility shall be entitled to the real property tax exemption contemplated herein, that only the Facility shall be assessed by the various taxing entities having jurisdiction over the Facility Premises as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest in the Facility Premises created by the Underlying Lease and the filing of the Real Property Tax Exemption Form RP-412-a for the Facility. The Agency shall not file a Real Property Tax Exemption Form RP-412-a for the Facility Parcel and the Facility Parcel shall remain on the taxable roll of the respective Taxing Entities and, as such, regular and customary real property tax bills shall be due and payable as may be issued by the Taxing Entities from time to time for the Facility Parcel.

(D) Battery Storage. The parties hereto understand that the exemptions contemplated by this Payment In Lieu Of Tax Agreement do not extend to battery storage modules or facilities, which, if added to the Project are the subject to assessment and/or a modification of the PILOT to account for their value.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES.

(A) Agreement to Make Payments. The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the Agency. The Agency agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The Agency shall be responsible for billing for the aforesaid payments. The payments due hereunder shall be paid by the Company to the Agency for distribution to the respective appropriate officer or officers of the respective Taxing Entities charged with receiving payments of taxes for such Taxing Entities (such officers being collectively hereinafter referred to as the "Receivers of Taxes") for distribution by the Receivers of Taxes to the appropriate Taxing Entities entitled to same pursuant to the provisions hereof.

(B) Valuation of the Facility Premises. (1) The value of the Facility Premises (hereinafter referred to as the “Assessed Value”) shall be determined by the appropriate Assessors. The Agency agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The parties hereto agree that the Assessors shall (a) appraise the Facility Premises, including separate assessments for the Facility and the Facility Parcel, in the same manner as other similar properties, taking into account any regulatory agreements and tenant income restrictions to the extent applicable, in the general area of the Facility Premises, and (b) place an Assessed Value upon the Facility Premises, including separate assessments for the Facility and the Facility Parcel, equalized if necessary, by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial determination of the Assessed Value and of any change in the Assessed Value.

(2) If the Company is dissatisfied with the amount of the Assessed Value of the Facility Premises as initially established or as thereafter changed, the Company shall have all rights and remedies under the laws of the State of New York to challenge the Assessed Value. The Company shall, at least sixty (60) days prior to any application seeking change in assessment, provide written notice to the Agency and the affected taxing jurisdictions. Any payments in lieu of taxes due upon the Facility pursuant to Section 2.02(C) hereof may not be withheld by the Company pending any proceeding to challenge the Assessed Value.

(C) Amount of Payments in Lieu of Taxes. The payments in lieu of taxes to be paid by the Company to the Agency annually on behalf of each Taxing Entity pursuant to the terms of this Payment in Lieu of Tax Agreement shall be computed as follows, without regard to the Assessed Value:

(1) Except as provided in paragraph (2) below, in each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Facility shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Agency on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement shall be the applicable amount as shown in the following table:

Tax Year Commencing After the Tax Status Date Following the Agency’s Acquisition of its Leasehold Interest	Payment In Lieu Of Tax
1	\$100,000.00
2-15	The payment shall be increased annually by an amount equal to 2% of the prior tax year’s payment
16 and thereafter during the term of this Payment in Lieu of Tax Agreement	The real property taxes due if Project Facility were owned by Company and not leased to the Agency

Based upon the data provided by the Company to the Agency, payments to the Tax Entities (to wit: Schuyler, Central Valley and Herkimer) shall be allocated in a ratio equal to the percentage of megawatts of the Project located in each school tax district.

(2) The parties recognize that the purpose of the Project is to encourage the use of renewable energy, reduce the cost of local energy and create or retain permanent private sector jobs in Cortland County. The parties acknowledge that the Payment in Lieu of Tax set forth herein was calculated based on the Project consisting of a solar photovoltaic facility with an approximate 20 megawatt capacity (20 MWac) at a rate of \$5,000.00 per megawatt. Accordingly, the parties have agreed that the amount of payments in lieu of taxes payable with respect to the Project Facility shall bear a direct relationship to the success or lack of success of the Project in achieving this goal. Therefore, on or before November 1 of each calendar year during the term of this Payment in Lieu of Tax Agreement, the Company shall file with the Agency an affidavit indicating the total AC megawatt capacity of the Project Facility. In the event the total AC megawatt capacity of the Project Facility exceeds 7.5, then the Payment in Lieu of Tax required hereunder shall increase proportionally based on \$5,000.00 per megawatt or fraction thereof. In the event the total AC megawatt capacity of the Project Facility is less than 7.5, then the Payment in Lieu of Tax required hereunder shall not be reduced and shall remain \$100,000.00 plus the then applicable annual 2% increase.

If the Company fails to file such an affidavit with the Agency on or before November 1 of a calendar year then, notwithstanding anything contained herein to the contrary, the Company shall, at the option of the Agency, pay an amount equal to the greater of the PILOT payment or the real property taxes which would otherwise be due if the Project Facility were owned by the Company and not leased to the Agency for that year.

(D) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Facility Premises or any portion thereof or any additional building or other structure shall be constructed on the Facility Parcel (such structural additions and additional buildings and other structures being hereinafter referred to as "Additional Facilities") the Company agrees to make additional annual payments in lieu of property taxes (such additional payments being hereinafter collectively referred to as "Additional Payments") to the Agency with respect to such Additional Facilities, such Additional Payments to be computed separately for each Taxing Entity as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Normal Tax") which would be payable to each Taxing Entity if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to subsection (E) of this Section 2.02 by (b) the tax rate or rates of such Taxing Entity that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Taxing Entity if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the term of this Payment in Lieu of Tax Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Taxing Entity) if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Agency on behalf of each Taxing Entity as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to such Additional Facilities for such fiscal tax year (unless the Agency and the Company shall enter into a separate written agreement regarding payment om lieu of properly taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(E) Valuation of Additional Facilities.

(1) The value of Additional Facilities for purposes of determining payments in lieu of taxes due under Section 2.02(D) hereof shall be determined by the Assessors of each respective Taxing Entity. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties, taking into account any regulatory agreements and tenant income restrictions to the extent applicable, in the general area of the Facility Premises, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, and if the Company shall have given written notice of such dissatisfaction to the appropriate Assessor and the Agency within thirty (30) days of receipt by the Company of written notice of the initial establishment of such Additional Assessed Value, or of a change in such Additional Assessed Value, then the Company shall be entitled to protest before, and to be heard by, the appropriate Assessor and undertake any and all necessary or desired proceedings to complete a challenge of such Additional Assessed Value. Any payments in lieu of taxes due upon such Additional Facilities pursuant to Section 2.02(D) hereof may not be withheld by the Company pending determination of the Additional Assessed Value.

(F) Subsequent Valuation of Existing Facilities; Limitations of Time.

Notwithstanding anything to the contrary contained in this Payment in Lieu of Tax Agreement, in the event the amount billed and/or collected pursuant to this Payment in Lieu of Tax Agreement exceeds the annual amount as adjusted and determined by the local taxing jurisdiction, the Payment in Lieu of Tax payment shall be reduced to the maximum amount which would otherwise be due and payable to the taxing jurisdictions. Should the Company determine it is entitled to a refund as provided under Article 7 of the Real Property Tax Law or a reduction in payment under Section 854(17) of the General Municipal Law because the PILOT payment exceeds the amount or portion thereof of real property taxes which would otherwise be due and without regard to applicable statute of limitation, any claim for a refund must be reported and filed

with the Agency within 180 days of the closure of the tax rolls. The Agency reserves the right to apply any request for refunds against future PILOT payments.

(G) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Taxing Entity a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Taxing Entities responsible for preparing the tax rolls for said Tax Entities (each, a "Tax Billing Officer") and a request that said Tax Billing Officers submit to the Company and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such Taxing Entities.

(H) Time of Payments. The Company agrees to pay the amounts due hereunder to the Agency on or before January 1 of each calendar year during the term of this Agreement, such payments to commence on the first January 1 immediately following the tax status date of the Taxing Entity occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Project Facility and the Real Property Tax Exemption Form is filed. The Company shall be entitled to receive receipts for such payments.

(I) Method of Payment. All payments by the Company hereunder shall be paid to the Agency in lawful money of the United States of America. The Agency shall in turn distribute the amounts so paid to the various Taxing Entities entitled to same in proportion to the amount of real property taxes which would have been received by each Taxing Entity had the Project Facility been owned by the Company and not leased to the Agency.

SECTION 2.03. CREDIT FOR TAXES PAID.

(A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that should the Company pay in any fiscal tax year to any Taxing Entity any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility Premises or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make payments in lieu of property taxes attributed to such fiscal tax year to such Taxing Entity hereunder shall be reduced by the amounts which the Company shall have so paid to such Taxing Entity in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any payment in lieu of property taxes due to any other Taxing Entity or as to any payment in lieu of property taxes due to such Taxing Entity in any other fiscal tax year.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the governing body of the affected Taxing Entity and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 2.02(G) hereof. In the event that the governing body of the appropriate Taxing Entity desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(9) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any payment in lieu of property taxes due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said payment in lieu of taxes pursuant to the provisions of this Section 2.03) until the decision of the arbitrators is rendered. After the decision of the arbitrators is rendered, the payment in lieu of taxes due with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS.

(A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due,

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency and the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

ARTICLE III LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY.

(A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants and

agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Cortland County, New York, and neither the State of New York nor Cortland County, New York shall be liable thereon and, further, such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Facility Premises (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

ARTICLE IV EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms “Event

of Default” or “default” shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such correctness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT.

(A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Taxing Entity, then with respect to such Event of Default such Taxing Entity) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus

subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEYS' FEES AND EXPENSES.

Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Taxing Entity should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Taxing Entity, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Taxing Entity is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or Power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency or any Taxing Entity to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or

modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V MISCELLANEOUS

SECTION 5.01. TERM.

(A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) January 31, 2038 or (2) the date on which the Facility Premises is reconveyed by the Agency to the Company pursuant to the Lease Agreement.

(B) Extended Term. In the event that (1) the Facility Premises shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Facility Premises, the Facility Premises shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities, and (3) the fact of obtaining the Agency's interest in the Facility Premises shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Receiver of Taxes in amounts equal to those amounts which would be due from the Company if the Facility Premises were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Facility Premises as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS.

The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS.

Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS.

This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES.

(A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) sent to the applicable address stated below by United States registered or certified mail, postage prepaid, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Taxing Entities. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Taxing Entity under Article II hereof shall be sufficiently given and shall be deemed given when given by the Taxing Entity in the same manner in which similar notices are given to owners of taxable properties by such Taxing Entity.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Watkins Road Solar NY LLC
7000-100 King Street West
Toronto, Ontario M5X 1A9
Attn: Luke Pangman, Esq.

WITH A COPY TO:

Young/Sommer LLC
5 Palisades Drive - Suite 300
Albany, New York 12205
Attn: Robert A. Panasci, Esq.

IF TO THE AGENCY:

Herkimer County Industrial Development Agency
420 East German Street
Herkimer, New York 13440
Attention: John J. Piseck, Chief Executive Officer

WITH A COPY TO:

Felt Evans. LLP
4 – 6 North Park Row
Clinton, New York 13323
Attn: Anthony G. Hallak, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

(E) Change of Address. The Agency, the Company or any Taxing Entity may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

SECTION 5.06. BINDING EFFECT.

This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Taxing Entities.

SECTION 5.07. SEVERABILITY.

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax 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 Payment in Lieu of Tax 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 5.08. COUNTERPARTS.

This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW.

This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

CONSTRUCTION

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

**HERKIMER COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Vincent J. Bono
Title: Chairman

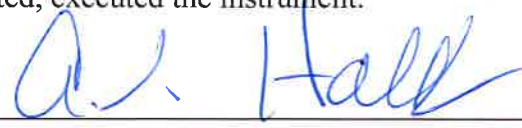
WATKINS ROAD SOLAR NY LLC

By: _____
Name: _____
Title: _____

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

On the 31st day of October, 2024, before me, the undersigned, a Notary Public, in and for said State, personally appeared, **Vincent J. Bono**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANTHONY G. HALLAK
Notary Public - State of New York
#4234403
Qualified in Oneida County
Commission Expires May 23, 2026


Notary Public

PROVINCE OF)
CITY OF) ss.:

On the _____ day of October, 2024, before me, the undersigned, a Notary Public, in and for said Province, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

**HERKIMER COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Vincent J. Bono
Title: Chairman

WATKINS ROAD SOLAR NY LLC

By: _____
Name: JOHN CARSON
Title: CEO

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

On the _____ day of October, 2024, before me, the undersigned, a Notary Public, in and for said State, personally appeared, **Vincent J. Bono**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

PROVINCE OF ONTARIO)
CITY OF TORONTO) ss.:

On the 22 day of October, 2024, before me, the undersigned, a Notary Public, in and for said Province, personally appeared, JOHN CARSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public SELAM LYONS

EXHIBIT A-1

Property: 255 Sokol Road, Town of Herkimer, County of Herkimer
SBL No.: 112.04-01-001.1

Parcel No. 1 Legal Description of Premises

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Herkimer and Schuyler, County of Herkimer, State of New York, being all that certain farm situate, bounded and described as follows: On the North by lands now or formerly of Peter Lints and Mrs. Elizabeth McKennan, and by the highway leading past the residence of said McKennan, on the East by lands now or formerly of John McKennan, on the South by lands now or formerly of Mrs. Gilbert Williams and of Sanford Getman, and formerly of the late Andrew Davison, deceased, on the West by lands now or formerly of said McKennan, William Lints, Smith and Skiff, and J. Wesley Davidson, containing about three hundred acres, more or less, and being the same farm which belonged to the late John Piper at the time of his death, and which farm was conveyed to John D. Henderson on foreclosure sale by William C. Prescott, Referee, by deed dated March 1, 1889 recorded in Herkimer County Clerk's Office in Book of Deeds 135 at page 471.

Excepting and reserving from the herein described premises, a certain piece of land about thirteen acres heretofore conveyed by John D. Henderson and wife to William, Jacob and John Syllaboch, by deed dated June 13, 1899, recorded in Liber 165 of Book of Deeds at page 513.

EXHIBIT A-2

Property: 358 Watkins Road, Town of Schuyler, County of Herkimer
SBL No.: 112.2-3-16.1

Parcel No. 2 Legal Description of Premises

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate lying and being in the Town of Schuyler, County of Herkimer and State of New York, bounded and described as follows: - Being the farm and premises situate in said Town of Schuyler, and which farm was formerly owned and occupied by Peter Lints, and is bounded on the northerly by lands of now or formerly of Simon P. Lints; by lands formerly of Thompkins Valentine and by the piece of land secondly hereinafter named and described: on the easterly by lands formerly owned by Michael Clemons, of S. Willard Lints, of Charles J. Piper and others; on the southerly by lands formerly of Thompkins Valentine, of Wesley Davidson and by lands formerly of H.G. Ingham, by lands lately owned by Douglas Valentine; on the westerly by the highway, containing One Hundred and Twenty Four acres, and being the same lands and premises now occupied by the parties of the first part, (Eaton) and being the same land and premises devised to the party of the first part (Eaton) by the last Will and Testament of Peter Lints, deceased.

ALSO, ALL THAT OTHER PIECE OR PARCEL OF LAND situate, lying and being in the Town of Schuyler aforesaid, bounded and described as follows: - On the north by a public highway; on the east by lands of now or formerly of Simon P. Lints and Peter Lints; on the south by lands now or formerly of Peter Lints and on the west by lands formerly of Daniel Valentine, containing Sixteen acres of land, more or less, being the same land and premises conveyed by deed bearing date the 22nd day of October, 1902, executed by William H. Lints to the party of the first part, and recorded in Book No. 180 of Deeds, page 134.

Excepting herefrom all those lands conveyed in deeds in Liber 714 of Deeds, page 43, Liber 795 of Deeds, page 511 and Liber 813 of Deeds, page 266.

EXHIBIT A-3

Property: Off State Road, Town of Schuyler, County of Herkimer
SBL No.: 112.4-3-8

Parcel No. 3 Legal Description of Premises

All that tract, piece or parcel of land being west of Sokol Road, in the Towns of Herkimer & Schuyler, County of Herkimer, State of New York; bounded and described as follows:

Beginning at a point (POB) located west of Sokol Road, within the bounds of lands now or formerly of Julie Todd & Paul P. Sokol, book 890 of deeds at page 525, said point of beginning located South 65 degrees 08 minutes 07 seconds West for a distance of 409.71 feet from the west end of Sokol Road; thence the following Sixty-Nine Courses through the lands of the above said Todd & Sokol,

- (1) North 80 degrees 56 minutes 43 seconds East for a distance of 1236.39 feet to a point; thence
- (2) South 00 degrees 00 minutes 00 seconds East for a distance of 520.36 feet to a point; thence
- (3) South 31 degrees 37 minutes 35 seconds West for a distance of 947.00 feet to a point; thence
- (4) South 80 degrees 58 minutes 20 seconds West for a distance of 335.27 feet to a point; thence
- (5) South 09 degrees 01 minutes 40 seconds East for a distance of 15.62 feet to a point; thence
- (6) South 81 degrees 03 minutes 18 seconds West for a distance of 117.56 feet to a point; thence
- (7) North 09 degrees 01 minutes 40 seconds West for a distance of 15.45 feet to a point; thence
- (8) South 80 degrees 58 minutes 20 seconds West for a distance of 169.15 feet to a point; thence
- (9) North 50 degrees 09 minutes 26 seconds West for a distance of 392.94 feet to a point; thence
- (10) North 43 degrees 02 minutes 01 seconds West for a distance of 18.77 feet to a point; thence
- (11) South 46 degrees 57 minutes 59 seconds West for a distance of 15.98 feet to a point; thence
- (12) North 41 degrees 09 minutes 32 seconds West for a distance of 77.42 feet to a point; thence
- (13) North 40 degrees 23 minutes 38 seconds West for a distance of 206.85 feet to a point; thence
- (14) North 72 degrees 12 minutes 31 seconds West for a distance of 30.28 feet to a point; thence
- (15) North 13 degrees 35 minutes 06 seconds East for a distance of 7.30 feet to a point; thence
- (16) North 76 degrees 24 minutes 54 seconds West for a distance of 469.89 feet to a point; thence
- (17) South 80 degrees 56 minutes 43 seconds West for a distance of 97.73 feet to a point; thence
- (18) South 20 degrees 49 minutes 56 seconds West for a distance of 378.76 feet to a point; thence
- (19) South 80 degrees 56 minutes 43 seconds West for a distance of 323.04 feet to a point; thence
- (20) South 03 degrees 07 minutes 59 seconds East for a distance of 18.32 feet to a point; thence
- (21) South 80 degrees 14 minutes 28 seconds West for a distance of 120.64 feet
- (22) North 00 degrees 57 minutes 31 seconds West for a distance of 148.22 feet
- (23) North 54 degrees 12 minutes 57 seconds West for a distance of 50.97 feet
- (24) North 74 degrees 20 minutes 06 seconds West for a distance of 41.23 feet
- (25) North 51 degrees 22 minutes 16 seconds West for a distance of 83.24 feet
- (26) North 58 degrees 17 minutes 43 seconds West for a distance of 130.22 feet
- (27) North 41 degrees 08 minutes 56 seconds West for a distance of 45.83 feet
- (28) North 01 degrees 47 minutes 15 seconds East for a distance of 254.06 feet
- (29) South 81 degrees 25 minutes 35 seconds West for a distance of 78.23 feet
- (30) South 88 degrees 08 minutes 45 seconds West for a distance of 54.25 feet
- (31) North 10 degrees 20 minutes 53 seconds West for a distance of 35.14 feet

(32) North 00 degrees 00 minutes 25 seconds East for a distance of 457.33 feet
 (33) South 89 degrees 17 minutes 22 seconds West for a distance of 160.05 feet
 (34) North 56 degrees 27 minutes 45 seconds East for a distance of 356.35 feet
 (35) North 57 degrees 03 minutes 03 seconds East for a distance of 183.73 feet
 (36) North 79 degrees 29 minutes 20 seconds East for a distance of 175.90 feet
 (37) South 09 degrees 03 minutes 17 seconds East for a distance of 90.00 feet
 (38) North 80 degrees 56 minutes 43 seconds East for a distance of 406.94 feet
 (39) North 00 degrees 01 minutes 36 seconds East for a distance of 201.09 feet
 (40) North 00 degrees 01 minutes 36 seconds East for a distance of 65.31 feet
 (41) North 00 degrees 01 minutes 43 seconds East for a distance of 301.03 feet
 (42) North 90 degrees 00 minutes 00 seconds West for a distance of 65.28 feet
 (43) North 01 degrees 43 minutes 10 seconds West for a distance of 80.23 feet
 (44) North 19 degrees 13 minutes 50 seconds East for a distance of 329.11 feet
 (45) North 80 degrees 57 minutes 25 seconds East for a distance of 818.64 feet
 (46) North 01 degrees 49 minutes 27 seconds East for a distance of 71.35 feet
 (47) South 89 degrees 59 minutes 48 seconds East for a distance of 76.61 feet
 (48) South 02 degrees 12 minutes 58 seconds East for a distance of 40.68 feet
 (49) South 52 degrees 15 minutes 34 seconds East for a distance of 124.91 feet
 (50) South 01 degrees 45 minutes 16 seconds East for a distance of 54.61 feet
 (51) North 81 degrees 18 minutes 03 seconds East for a distance of 587.91 feet to a point on the north bounds of said Todd & Sokol; thence
 (52) South 57 degrees 45 minutes 53 seconds East for a distance of 161.26 feet to a found iron rod on said north bounds; thence
 (53) South 04 degrees 35 minutes 30 seconds East for a distance of 49.48 feet to a point; thence
 (54) South 57 degrees 52 minutes 23 seconds East for a distance of 400.50 feet to a point; thence
 (55) South 00 degrees 00 minutes 00 seconds West for a distance of 245.73 feet to a point; thence
 (56) South 80 degrees 56 minutes 43 seconds West for a distance of 1107.22 feet to a point; thence
 (57) South 83 degrees 56 minutes 23 seconds West for a distance of 95.71 feet to a point; thence
 (58) North 78 degrees 05 minutes 50 seconds West for a distance of 59.88 feet to a point; thence
 (59) South 11 degrees 54 minutes 10 seconds West for a distance of 38.95 feet to a point; thence
 (60) South 13 degrees 40 minutes 14 seconds East for a distance of 39.55 feet to a point; thence
 (61) South 42 degrees 56 minutes 16 seconds East for a distance of 168.57 feet to a point; thence
 (62) South 00 degrees 00 minutes 00 seconds West for a distance of 70.00 feet to a point; thence
 (63) South 14 degrees 59 minutes 00 seconds West for a distance of 100.00 feet to a point; thence
 (64) South 00 degrees 30 minutes 27 seconds West for a distance of 124.49 feet to a point; thence
 (65) South 58 degrees 12 minutes 59 seconds East for a distance of 27.53 feet to a point; thence
 (66) North 76 degrees 02 minutes 00 seconds East for a distance of 109.85 feet to a point; thence
 (67) South 74 degrees 56 minutes 54 seconds East for a distance of 8.14 feet to a point; thence
 (68) South 13 degrees 58 minutes 00 seconds East for a distance of 30.00 feet to a point; thence
 (69) South 09 degrees 20 minutes 11 seconds East for a distance of 87.36 feet to the point and place of beginning.

Containing 118.19 acres of land, more or less.

Subject to any and all easements, rights-of-ways, covenants and restrictions of record.