

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (the "Agreement") dated as of May 1, 2024 by and among **CHPE LLC**, a limited liability company organized and existing under the laws of the State of New York having an office for the transaction of business located at 623 Fifth Avenue, 20th Floor, New York, New York (the "Company"), the **COUNTY OF ROCKLAND 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 254 S Main Street, Suite 401, New City, New York (the "Agency"), the **TOWN OF STONY POINT**, a body corporate and politic under the laws of the State of New York (the "State") with an office at 74 East Main Street, Stony Point, New York ("Stony Point"), the **TOWN OF HAVERSTRAW**, a body corporate and politic under the laws of the State with an office at 1 Rosman Road, Garnerville, New York ("Town of Haverstraw"), the **TOWN OF CLARKSTOWN**, a body corporate and politic under the laws of the State with an office at 10 Maple Street, New City, New York ("Clarkstown"), the **VILLAGE OF HAVERSTRAW**, a body corporate and politic under the laws of the State with an office at 40 New Main Street, Haverstraw, New York ("Village of Haverstraw"), the **VILLAGE OF WEST HAVERSTRAW**, a body corporate and politic under the laws of the State with an office at 130 Samsondale Avenue, West Haverstraw, New York ("Village of West Haverstraw"), the **COUNTY OF ROCKLAND**, a body corporate and politic under the laws of the State with an office at Allison-Parris County Office Building, 11 New Hempstead Road, New City, New York ("County"), the **NORTH ROCKLAND CENTRAL SCHOOL DISTRICT**, a central school district under the laws of the State with an office at 65 Chapel Street, Garnerville, New York ("North Rockland CSD"), the **CLARKSTOWN CENTRAL SCHOOL DISTRICT**, a central school district under the laws of the State with an office at 62 Old Middletown Road, New City, New York ("Clarkstown CSD"), and the **NYACK CENTRAL SCHOOL DISTRICT**, a central school district under the laws of the State with an office at 13A Dickinson Avenue, Nyack, New York ("Nyack CSD"), and together with Stony Point, Town of Haverstraw, Clarkstown, Village of Haverstraw, Village of West Haverstraw, County, North Rockland CSD, and Clarkstown CSD, the "Affected Tax Jurisdictions", and the Company, the Agency, and the Affected Tax Jurisdictions executing this Agreement, the "Parties" and each a "Party"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Lease Agreement, as defined below.

W I T N E S S E T H

THAT WHEREAS, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") authorized and provides for the creation of industrial development agencies in the several counties, cities, and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, in order to advance the job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, Chapter 564 of the 1980 Laws of New York, as amended (together with the Enabling Act, hereinafter referred to as the “Act”), created the Agency for the benefit of the County of Rockland which is empowered under the Act to undertake the Project (as hereinafter defined) in order to fulfill its purposes; and

WHEREAS, the Company presented an application, as amended (the “Application”) to the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of a leasehold interest in the Company’s interest in certain upland parcels of land and in the Company’s interim permit and easement issued by the New York State Office of General Services (“OGS”) in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Stony Point, Haverstraw and Clarkstown, and Villages of West Haverstraw and Haverstraw, Rockland County, New York (collectively, the “Land”), (2) the acquisition of certain machinery and equipment, including two (2) five-inch diameter high-voltage direct current (“HVDC”) transmission cables (collectively, the “Equipment”), and (3) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt (“MW”) HVDC electric transmission line and related infrastructure (collectively, the “Improvements”, and together with the Land and the Equipment, the “Project Facility”), all of the foregoing to be used and operated by the Company as a portion of an electric transmission line from the U.S.-Canada border to New York City; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including an exemption from real property taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company; and

WHEREAS, by resolution adopted by the members of the Agency on June 28, 2022, and amended on April 23, 2024 (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of May 1, 2024 (the “Lease Agreement”) between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the “Project Documents”); and

WHEREAS, pursuant to the terms of the Lease Agreement, (A) the Company will agree to cause the Project to be undertaken, and (B) the Agency has leased the Project Facility to the Company; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement and the Project Documents, (A) the Company and the Agency will execute and deliver a certain head lease dated as of May 1, 2024 (the “Head Lease”) by and between the Company, as lessor, and the Agency, as lessee, pursuant to which the Company will lease to the Agency the Leased Premises (as defined in the Head Lease); (B) the Company, the Affected Tax Jurisdictions and the Agency will execute and deliver this Agreement by and between the Company, the Agency, and certain Affected Tax Jurisdictions executing this Agreement, at the time such Affected Tax Jurisdictions execute this Agreement, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (C) the Agency and the Company will execute and deliver a certain indemnity agreement for hazardous materials dated as of May 1, 2024 (the

“Environmental Indemnity”) by and between the Agency and the Company relating to environmental matters; and (D) the Agency will file with the assessor and mail to the chief executive officer of each Affected Tax Jurisdiction 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 Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the PILOT Agreement (all of the foregoing are hereafter referred to as the “Closing”); and

WHEREAS, pursuant to Section 874(1) of the Act and Section 412-a of the Real Property Tax Law (“RPTL”), the Agency is exempt from the payment of taxes and assessments imposed on real property and improvements acquired by it or under its jurisdiction, supervision or control; and

WHEREAS, pursuant to Section 925-1(i) of the Act, as amended, projects promoted, developed and assisted by the Agency shall be liable for payments in lieu of taxes (“PILOT Payments”) in a sum equal to the amount of real property taxes that would have been levied absent Agency assistance, or, with the written agreement of any applicable “affected tax jurisdiction” (as such term is defined in the Act), in a sum equal to such alternate amount thereof as such affected tax jurisdiction may approve; and

WHEREAS, each of the Affected Tax Jurisdictions is an “affected tax jurisdiction” (as such term is defined in the Act); and

WHEREAS, each of the Affected Tax Jurisdictions executing this Agreement has approved the terms hereof relating to it; and

WHEREAS, the Company has or will enter into an Education Assistance Agreement with the Clarkstown CSD regarding payments to be used by the Clarkstown CSD for general educational purposes, including funding the procurement of all-electric school buses and related charging infrastructure in response to impending New York State mandates regarding electrification of school district busing fleets, and in consideration for such funding the Clarkstown CSD has agreed to waive its share of PILOT payments that it might otherwise receive pursuant to this Agreement; and

WHEREAS, the Company has or will enter into a Host Community Agreement with the North Rockland CSD regarding payments to be used by the North Rockland CSD for general educational purposes, and in consideration for such payments the North Rockland CSD has agreed to partially waive its share of PILOT payments that it might otherwise receive pursuant to this Agreement; and

WHEREAS, the Company, the Agency, and the Affected Tax Jurisdictions desire to enter into an agreement concerning the obligation of the Company to make PILOT Payments in relation to the Project for the period of construction of the Project Facility and thirty (30) payment years for the assessment roll years following the date on which the Project commences commercial operation, which date shall be deemed to be the date on which the Company has completed

construction and operational testing of the Project Facility and has established that the Project Facility is capable of continuous electrical transmission at its maximum capacity and has undergone line loss testing, as evidenced by the date stated in the Company's notice to the New York Independent System Operator that the Project Facility has become or will become commercially operational (the "Commercial Operation Date"), in accordance with the terms, covenants and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and the actions to be taken by the Agency and the Company with respect to the Project, the Company, the Agency, and the Affected Tax Jurisdictions hereby formally agree as follows:

1. Representations and Covenants. Each of the Parties, solely for itself, hereby represents and covenants that, as of the date of this Agreement:

a. It is duly organized, validly existing, and in good standing under the laws of the State and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

b. All necessary action has been taken to authorize its execution, delivery, and performance of this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with the terms of this Agreement and applicable law.

c. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by it except such as have been duly obtained or made (or which will be duly obtained or made in the ordinary course of business after the date hereof).

d. To the best of its knowledge, none of the execution or delivery of this Agreement, the performance of the obligations in connection with the transaction contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any of its resolutions, or any of its formation documents, as amended, or of any restriction or any agreement or instrument to which it is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other agency or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any bond, indenture, or any other agreement or instrument to which it is a party or by which it or any of its properties or assets is bound.

e. To the best of its knowledge, there is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against it, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Exemption from General *Ad Valorem* Real Property Taxes. Pursuant to Section 874 of the Act and Section 412-a of the RPTL, the Parties understand that, upon acquisition of an interest in the Project Facility by the Agency and the filing by the Agency of a Real Property Tax Exemption Form with respect to the Project Facility with the assessor of each of Stony Point, the Town of Haverstraw, Clarkstown and the Village of Haverstraw (each an "Assessor") , and for so long thereafter as the Agency shall have a leasehold interest in the Project Facility, the Project Facility shall be classified by the Affected Tax Jurisdictions as exempt upon the assessment rolls of the respective Affected Tax Jurisdictions prepared subsequent to the acquisition by the Agency of the leasehold interest in the Project Facility pursuant to the Head Lease and the filing of the Real Property Tax Exemption Forms. The Agency shall, promptly following acquisition by the Agency of the leasehold interest in the Project Facility pursuant to the Head Lease, take such action as may be necessary to ensure that the Project Facility shall be classified as exempt upon the assessment rolls of the respective Affected Tax Jurisdictions prepared subsequent to such acquisition by the Agency. For so long thereafter as the Agency shall have such leasehold interest in the Project Facility, the Agency and the Company shall take such further action as may be necessary to maintain such exempt classification with respect to each Affected Tax Jurisdiction. The Parties understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Affected Tax Jurisdiction until the first assessment roll year of such Affected Tax Jurisdiction following the taxable status date of such Affected Tax Jurisdiction occurring subsequent to the date upon which the Agency acquires such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Lease Agreement and the Head Lease, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, until the Project Facility shall be entitled to exempt classification on the tax rolls of the respective Affected Tax Jurisdictions. The Agency will cooperate with the Company to promptly obtain and preserve the tax-exempt classification of the Project Facility. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Affected Tax Jurisdiction a copy of this Agreement within thirty (30) days of the execution and delivery hereof. In the event the Company and the Agency enter into a Lease Supplement (as defined in the Lease Agreement) with respect to the Project Facility, the Agency shall promptly file with the involved Assessor(s), and mail to the chief elected officer of each involved Affected Tax Jurisdiction, a copy of a New York State Board of Real Property Services Form 412-a relating to the Supplemental Interests (as defined in the Lease Agreement), together with any and all Project-related improvements now or hereafter located thereon or therein, conveyed pursuant to such Lease Supplement.

3. No Exemption from Special District Taxes. The Parties understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the RPTL does not entitle the Agency (and thereby the Company) to an exemption from current or future special assessments, special district charges, and special *ad valorem* taxes ("Special District Taxes"). The Company hereby covenants and agrees to pay, or have paid on its behalf, all Special District Taxes lawfully levied and/or assessed against the Project Facility to the appropriate receiver of taxes for such Special District Taxes.

4. Amount of PILOT Payments.

a. Amount. For each assessment roll year during the Term (as defined below), the Company shall pay to each Affected Tax Jurisdiction a PILOT Payment in the amount set forth in Exhibit A attached hereto, beginning with the first assessment roll year associated with the first taxable status date occurring after the Commercial Operation Date (the "COD Taxable Status Date"). The Company shall provide written notice to the Agency of the Commercial Operation Date within thirty (30) days following provision of notice of same to the New York Independent System Operator. For each assessment roll year during the Term associated with a taxable status date occurring prior to the COD Taxable Status Date, the Company shall not be obligated to make a PILOT Payment to any Affected Tax Jurisdiction. For avoidance of doubt, in recognition of other sources of revenue to be provided by the Company, the Clarkstown CSD and the North Rockland CSD have waived all or a portion of the PILOT Payments that might otherwise be forthcoming pursuant to this Agreement.

b. Credit for Real Property Taxes Paid. The Parties acknowledge and agree that the obligation of the Company to make PILOT Payments shall be in addition to any and all other taxes and governmental charges of any kind whatsoever that the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that, should the Company pay in any assessment roll year to any Affected Tax Jurisdiction any amounts in the nature of general *ad valorem* real property taxes levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including sales and use taxes or Special District Taxes) then the Company's obligation to make PILOT Payments attributed to such assessment roll year to such Affected Tax Jurisdiction hereunder shall be reduced by the amounts which the Company shall have so paid to such Affected Tax Jurisdiction in such assessment roll year. To the extent the amounts in the nature of general *ad valorem* real property taxes paid by the Company to any Affected Tax Jurisdiction is greater than the next annual PILOT Payment under this Agreement for such Affected Tax Jurisdiction, the amount of the credit insufficiency shall be carried forward and applied to the next annual and future PILOT Payments.

c. Method of Claiming Credits: If the Company desires to claim a credit against any particular PILOT Payment due hereunder, the Company shall give the involved Affected Tax Jurisdiction prior written notice of its intention to claim such credit, said notice to be given by the Company at least ten (10) Business Days prior to the date on which such PILOT Payment is due.

5. Payees. The Company shall pay PILOT Payments directly to the respective Affected Tax Jurisdictions.

6. Invoices. For each assessment roll year during the Term for which a PILOT Payment is owed, the receiver of taxes for each Affected Tax Jurisdiction shall issue an invoice to the Company at the time tax bills are normally issued to taxpayers for such Affected Tax

Jurisdiction, which invoice shall include payee information, the amount of the PILOT Payment owed to such Affected Tax Jurisdiction, and the due date of such payment.

7. Payment Due Dates. Subject to the Company's receipt of an invoice pursuant to Section 6 herein, PILOT Payments shall be due as follows: (1) PILOT Payments owed to the North Rockland CSD and Nyack CSD, respectively, shall be paid by the Company on or before September 30 of the applicable tax fiscal year of the school districts; (2) PILOT Payments owed to the Town of Stony Point, Town of Haverstraw, Town of Clarkstown and County, respectively, shall be paid by the Company on or before January 31 of the applicable tax fiscal year of the towns; and the County; and (3) PILOT Payments owed to the Village of Haverstraw and Village of West Haverstraw, respectively, shall be paid by the Company on or before June 30 of the applicable tax fiscal year of the villages.

8. Late Payments. In the event the Company fails to make any PILOT Payment within the time period required, the amount or amounts so in default shall continue as an obligation of the Company until fully paid. PILOT Payments which are delinquent under this Agreement shall be subject to a late payment penalty and shall bear interest, in accordance with the provisions of Section 874(5) of the Act.

9. Term. The term of this Agreement shall (a) commence upon the execution and delivery of this Agreement by the Company, the Agency and any Affected Tax Jurisdiction, and (b) continue to remain in effect until the earlier to occur of (1) the last day of the fiscal year associated with the final PILOT Payment owed to the Village of West Haverstraw pursuant to the table in Exhibit A, or (2) the date on which the Agency's interest in the Project Facility is conveyed by the Agency to the Company pursuant to the Lease Agreement (the "Term"). The Company understands that during the final year of the Term the Project Facility would be classified on the assessment rolls of the Affected Tax Jurisdictions as taxable for the assessment roll year associated with the taxable status date following the date by which the last PILOT Payment to the County pursuant to this Agreement is due and that the Project Facility would become subject to real property taxation for the fiscal years of the Affected Tax Jurisdictions associated with such assessment roll year, but not for the fiscal years, or any portion thereof, associated with the assessment roll year to which the last PILOT Payment applies. For the avoidance of doubt and to illustrate the effect of this paragraph, if the Commercial Operation Date occurs in May 2026, the final PILOT Payments under this Agreement would be associated with the March 1, 2056 assessment roll year (January 1, 2056 assessment roll year for the Village of Haverstraw) and the Project Facility would be classified by the Assessors as taxable for the fiscal years associated with the March 1, 2057 assessment roll year (January 1, 2057 assessment roll year for the Village of Haverstraw), such fiscal years being the July 1, 2057 – June 30, 2058 fiscal year of the school districts, the January 1, 2058 – December 31, 2058 fiscal years of the towns and the County, and the June 1, 2058 – May 31, 2059 fiscal year of the Village of West Haverstraw (the June 1, 2057 – May 31, 2058 fiscal year of the Village of Haverstraw).

10. Event of Default. For the purposes of this Agreement, any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) Failure of the Company to make any PILOT Payment or any other payments required hereunder as and when due pursuant to this Agreement, and the continuance thereof for a period of thirty (30) Days (as defined in the Lease Agreement) after written notice thereof is given by the Agency or the involved Affected Tax Jurisdiction to the Company;

(b) An uncured “*Event of Default*” or “*Default*” relating to non-payment default under any of the Project Documents, as such terms are defined in those agreements, and the continuance thereof for a period of thirty (30) Days (as defined in the Lease Agreement) after written notice thereof is given by the Agency to the Company, and subject to all cure rights and cure periods provided by the Project Documents.

11. Remedies Upon Default; Right to Cure.

(a) Remedies. Upon the occurrence of an uncured Event of Default as specified under this Agreement, the Agency or the involved Affected Tax Jurisdictions may, at their respective sole discretion, elect to bring an action or proceeding in New York State Supreme Court, County of Rockland, seeking such remedy or remedies as it may elect, including, but not limited to, a proceeding to collect any unpaid amount or an order directing specific performance of any obligation which the Company has failed to discharge, including but not limited to the basis for the declaration of default. Additionally, the Agency and the involved Affected Tax Jurisdictions may terminate this Agreement upon the occurrence of an Event of Default by the Company and the continuation of such Event of Default beyond any applicable cure or grace period, provided the Agency and the involved Affected Tax Jurisdictions have given the Company at least thirty (30) days’ advance written notice of the Agency’s and the Affected Tax Jurisdictions’ decision to terminate this Agreement and the Company has failed to cure such Event of Default. In the event that the Agency elects to terminate this Agreement, the Agency, in its sole discretion, may elect to recapture the benefits provided to the Company as set forth in the Lease Agreement.

(b) No Acceleration. Upon the occurrence and during the continuation of an Event of Default hereunder, the Agency and the Affected Tax Jurisdictions shall not have the right to accelerate future PILOT Payments not yet due and payable as of the date of such exercise of remedies.

(c) Right to Cure; Lender Rights. Prior to the exercise of any remedy by the Agency or any Affected Tax Jurisdiction hereunder following an Event of Default, the Company and any Lender (as defined in the Lease Agreement) shall have an absolute right to cure such Event of Default during the time period allowed for curing same. If the Company at any time during the Term prior to the occurrence of an Event of Default provides a written request to the Agency that notices hereunder be provided to any Lender, any such Lender shall be afforded an additional thirty (30) days (beyond the time period allowed for the Company to cure) within which to cure an Event of Default on behalf of the Company.

12. Right to Contest Assessments set by Assessors and Special Franchise Assessments set by ORPTS. Notwithstanding anything to the contrary herein, because the Company will remain obligated to pay Special District Taxes on the Project Facility, and, if applicable, PILOT Payments in the Full Tax Equivalent Amount (as defined below) to certain Affected Tax Jurisdictions, based

on the product of the full values established by the Assessors or the State Office of Real Property Tax Services (“*ORPTS*”) and the applicable annual State equalization rates, the Company shall receive notice in advance in the same manner as any other taxpayer for any change in assessed values and special franchise full values and shall be entitled to protest, administratively and judicially, any such full value established, published, or maintained by the Assessors or ORPTS for the Project Facility. The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Agreement, as if and to the same extent as if the Company were the owner of the Project Facility.

13. Assignment. In the event the Lease Agreement is assigned by the Company pursuant to the terms of the Lease Agreement, this Agreement shall be assigned by the Company in connection therewith, in which case the Company shall have no further obligations hereunder except for amounts then due and owing through the effective date of the assignment and any obligations hereunder not assumed by the assignee. The Company shall provide written notice to all Affected Taxing Jurisdictions of any such assignment together with contact information of the assignee.

14. Future Improvements. The Company specifically understands and agrees that the benefits provided in this Agreement apply to the Project Facility, as may be supplemented pursuant to the Lease Agreement.

15. Change in Identification Numbers. The change, amendment, increase, or decrease of the tax identification or parcel numbers currently used by the Assessors or ORPTS to identify or classify all or any part of the Project Facility shall not cause this Agreement to change.

16. Full Services. The Affected Tax Jurisdictions will provide all services to the Project Facility which they would provide if the Project Facility were subject to the payment of full taxes and all assessments and not exempt from any thereof.

17. Monies of the Company. Obligations arising out of this Agreement are solely the responsibility of the Company and not the Agency and are payable out of receipts, funds, or other monies of the Company.

18. Indemnification. (a) The Company shall at all times protect and hold the Agency, and any director, member, officer, employee, servant or agent thereof (other than the Company) and persons under the control or supervision of the Agency (collectively, the “*Indemnified Parties*” and each an “*Indemnified Party*”), harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused, and taxes (of any kind and by whomsoever imposed), other than, with respect to each Indemnified Party, losses (i) arising from the gross negligence or intentional wrongdoing of such Indemnified Party or any of its members, officers, agents (other than the Company) or employees, or (ii) resulting from, arising out of, or in any way connected with the execution and delivery by the Indemnified Party or the Company, performance by the Indemnified Party or the Company, of any of its duties and obligations under this

Agreement, or the enforcement of any of the terms hereof or the transactions contemplated hereby. In the event a claim, action, demand, suit or proceeding is instituted against the Agency by any third party, pursuant to which the Agency is entitled to be indemnified hereunder, the Agency shall as soon as practical notify the Company in writing and contemporaneously provide the Company with a copy of the written documents presented by such third party.

(b) The Company releases the Indemnified Parties from, and agrees that the Indemnified Parties shall not be liable for and the Company agrees to indemnify and hold the Indemnified Parties harmless against any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by any Indemnified Party with respect to any of the matters set forth in subdivision (a) of this Section or at the direction of the Company with respect to any of such matters above referred to. Each Indemnified Party, as the case may be, shall promptly notify the Company in writing of any claim or action brought against such Indemnified Party in which indemnity may be sought against the Company pursuant to this Section; such notice shall be given in sufficient time to allow the Company to defend and participate in such claim or action, but the failure to give such notice in sufficient time shall not constitute a defense hereunder nor in any way impair the obligations of the Company under this Section.

19. Amendment. This Agreement may not be modified, amended, supplemented, or changed without the written consent of the other Parties.

20. Execution in Counterpart. This Agreement may be executed by one or more Parties in two or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

21. Termination. The Company shall have the option to terminate this Agreement, the Head Lease, and the Lease Agreement at any time during the Term hereof, prior to the taxable status date for the next assessment roll by delivering written notice to the Agency, provided that the Company has made payment of all sums then due and payable to the Affected Tax Jurisdictions (without acceleration) pursuant to this Agreement, the Head Lease, and the Lease Agreement. Such termination shall not be an Event of Default under the Project Documents.

22. Notice.

(a) All notices, certificates or other communications hereunder shall be sufficient if sent (i) by registered or certified United States mail, postage prepaid, (ii) by a nationally recognized overnight delivery service, charges prepaid or (iii) by hand delivery, addressed, as follows:

If to the Company:

CHPE LLC
623 Fifth Avenue, 20th Floor
New York, New York 10022
Attention: Todd Singer

CHPE LLC
623 Fifth Avenue, 20th Floor
New York, New York 10022
Attention: Jeremiah Sheehan, Esq.

Collateral Agent:
Mizuho Bank (USA), as Collateral Agent
1271 Avenue of the Americas
New York, NY 10020
Attention: Peter Li / Portfolio Management
Telephone: +1 212 282 3519
Email: Peter.Li@MizuhoGroup.com /
Projectfinance.pm@mizuhogroup.com

With a copy to:

Barclay Damon LLP
125 East Jefferson Street
Syracuse, New York 13202
Attention: Matthew S. Moses, Esq.

If to the Agency:

County of Rockland Industrial Development Agency
254 South Main Street, Suite 410
New City, New York 10956
Attention: Executive Director

With a copy to:

Bleakley Platt & Schmidt, LLP
One Blue Hill Plaza, 3rd Floor
Pearl River, New York 10965
Attention: Brian J. Quinn, Esq.

If to the Affected Tax Jurisdictions:

Town of Stony Point
74 East Main Street
Stony Point, New York 10980
Attention: Town Supervisor

Town of Haverstraw
1 Rosman Road
Garnerville, New York 10923
Attention: Town Supervisor

Town of Clarkstown
10 Maple Avenue
New City, New York 10956
Attention: Town Supervisor

Village of Haverstraw
40 New Main Street
Haverstraw, New York 10927
Attention: Village Mayor

Village of West Haverstraw
130 Samsondale Avenue
West Haverstraw, New York 10923
Attention: Village Mayor

County of Rockland
11 New Hempstead Road
New City, New York 10956
Attention: County Executive

North Rockland Central School District
65 Chapel Street
Garnerville, New York 10923
Attention: Superintendent of Schools

Clarkstown Central School District
62 Old Middletown Road
Garnerville, New York 10923
Attention: Superintendent of Schools

Nyack Central School District
13A Dickinson Avenue
Nyack, New York 10960
Attention: Superintendent of Schools

(b) The Agency, the Affected Tax Jurisdictions, and the Company may, by like notice, designate any further or different addresses to which, or the manner by which, subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (i) three (3) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery; provided that refusal by an Authorized Representative of the intended recipient Party to accept delivery of a notice given as prescribed above shall constitute delivery hereunder. A copy of all notices to the Company hereunder shall also be served on any Lender identified pursuant to the Lease Agreement, and, if the Company has previously provided written notice to the Parties of any such Lender, no such notice or other communication to the Company shall be deemed received unless a copy is so served upon any such Lender in the manner provided herein for the giving of notice.

23. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard of giving effect to the principles of conflicts of law thereof.

24. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, by their respective successors and permitted assigns.

25. Waiver of Jury Trial; Venue. The Parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of this Agreement or any matters whatsoever arising out of, or in any way connected, with this Agreement and the venue for any such action shall be the Supreme Court of the State, County of Rockland.

26. No Recourse. All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any member, officer, official, agent, servant, employee, or affiliate of the Parties. No recourse or claim upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had, brought or asserted, directly or indirectly, against any past, present, or future member, officer, official, agent, servant, employee, or affiliate of the Parties. All such liability of any such member, officer, official, agent, servant, employee, or affiliate is hereby, to the extent permitted by law, expressly waived and released by the Parties as part of the consideration for execution of and entry into this Agreement.

27. Payment Security. The Company acknowledges that each of the Affected Tax Jurisdictions, and not the Agency, is responsible for determining whether payment security shall be required with respect to PILOT Payments owed to it. Each of the Affected Tax Jurisdictions

executing this Agreement has elected to waive, and by its signature hereto waives, entitlement to payment security, in any form, for PILOT Payments owed to it pursuant to the terms of this Agreement.

28. RESERVED.

29. Attorneys' Fees. In the event PILOT Payments are not made by Lessee, the Affected Tax Jurisdictions and/or the Agency, collectively or individually, shall have the right and may commence legal action to enforce the payment terms of this Agreement. Lessee shall be responsible to the Affected Tax Jurisdictions and/or Agency for all attorneys' fees and/or costs they incur, individually or collectively, in enforcing the payment terms of this Agreement.

30. Compliance with Section 925-1(i) of the Act. This Agreement shall become legal, valid, binding and effective upon the Company, the Agency and any executing Affected Tax Jurisdiction upon their execution and delivery of this Agreement. In the event any Affected Tax Jurisdiction does not approve, execute and deliver this Agreement, the Company shall comply with Section 925-1(i) of the Act and pay each such Affected Tax Jurisdiction a PILOT Payment in a sum equal to the amount of real property taxes and/or school taxes that would have been levied by that Affected Tax Jurisdiction in the absence of Agency assistance (the "Full Tax Equivalent Amount") instead of the amount set forth in Exhibit A. The Full Tax Equivalent Amount shall be based on the assessed value of the portion of the Project Facility located in each such Affected Tax Jurisdiction, whether determined by the involved Assessor or ORPTS, on the applicable tax roll of the Affected Tax Jurisdiction, as such assessed value may be revised as a result of any assessment challenge or litigation initiated by the Company, and the respective real property tax rate of such Affected Tax Jurisdiction for the involved tax fiscal year. In the event that any Affected Tax Jurisdiction executes this Agreement after the Commercial Operation Date, then this Agreement shall apply to that Affected Tax Jurisdiction for the first assessment roll year following the taxable status date of that Affected Tax Jurisdiction occurring subsequent to the date of its execution of the Agreement utilizing the PILOT payment amount set forth for that year in Exhibit A and waiving any PILOT payment amounts for previous years.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

CHPE LLC

By: 

Name: Todd Singer

Title: Chief Financial Officer

**COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY**

By: 

Name: Steven H. Porath

Title: Executive Director

TOWN OF STONY POINT

By: _____

Name: James Monaghan

Title: Town Supervisor

TOWN OF HAVERSTRAW

By: _____

Name: Howard T. Phillips, Jr.

Title: Town Supervisor

TOWN OF CLARKSTOWN

By: _____

Name: George Hoehmann

Title: Town Supervisor

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

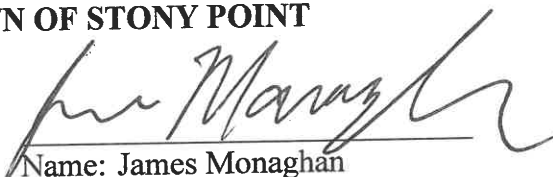
CHPE LLC

By: _____
Name: Todd Singer
Title: Chief Financial Officer

**COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY**

By: _____
Name: Steven H. Porath
Title: Executive Director

TOWN OF STONY POINT

By: 
Name: James Monaghan
Title: Town Supervisor

TOWN OF HAVERSTRAW

By: _____
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Title: Town Supervisor

TOWN OF CLARKSTOWN

By: _____
Name: George Hoehmann
Title: Town Supervisor

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CHPE LLC

By: _____
Name: Todd Singer
Title: Chief Financial Officer

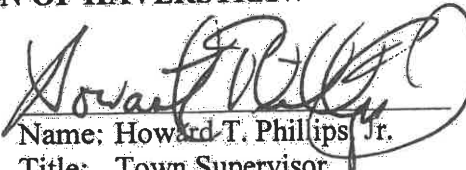
**COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY**

By: _____
Name: Steven H. Porath
Title: Executive Director

TOWN OF STONY POINT

By: _____
Name: James Monaghan
Title: Town Supervisor

TOWN OF HAVERSTRAW

By:  _____
Name: Howard T. Phillips Jr.
Title: Town Supervisor

TOWN OF CLARKSTOWN

By: _____
Name: George Hoehmann
Title: Town Supervisor

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CHPE LLC

By: _____
Name: Todd Singer
Title: Chief Financial Officer

**COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY**

By: _____
Name: Steven H. Porath
Title: Executive Director

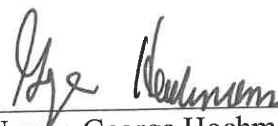
TOWN OF STONY POINT

By: _____
Name: James Monaghan
Title: Town Supervisor


TOWN OF HAVERSTRAW

By: _____
Name: Howard T. Phillips, Jr.
Title: Town Supervisor

TOWN OF CLARKSTOWN

By:  _____
Name: George Hoehmann
Title: Town Supervisor

VILLAGE OF HAVERSTRAW

By: 
Name: Michael F. Kohut
Title: Village Mayor

VILLAGE OF WEST HAVERSTRAW

By: _____
Name: Robert R. D'Amelio
Title: Village Mayor

COUNTY OF ROCKLAND

By: _____
Name: Edwin J. Day
Title: County Executive

**NORTH ROCKLAND
CENTRAL SCHOOL DISTRICT**

By: _____
Name: Kris Felicello
Title: Superintendent of Schools


**CLARKSTOWN
CENTRAL SCHOOL DISTRICT**

By: _____
Name: Marc Baiocco
Title: Superintendent of Schools

VILLAGE OF HAVERSTRAW

By: _____
Name: Michael F. Kohut
Title: Village Mayor

VILLAGE OF WEST HAVERSTRAW

By:  _____
Name: Robert R. D'Amelio
Title: Village Mayor

COUNTY OF ROCKLAND

By: _____
Name: Edwin J. Day
Title: County Executive

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CENTRAL SCHOOL DISTRICT**

By: _____
Name: Kris Felicello
Title: Superintendent of Schools

**CLARKSTOWN
CENTRAL SCHOOL DISTRICT**

By: _____
Name: Marc Baiocco
Title: Superintendent of Schools

VILLAGE OF HAVERSTRAW

By: _____
Name: Michael F. Kohut
Title: Village Mayor

VILLAGE OF WEST HAVERSTRAW

By: _____
Name: Robert R. D'Amelio
Title: Village Mayor

COUNTY OF ROCKLAND

By: _____
Name: Edwin J. Day
Title: County Executive

**NORTH ROCKLAND
CENTRAL SCHOOL DISTRICT**

By:  _____
Name: Kris Felicello
Title: Superintendent of Schools

**CLARKSTOWN
CENTRAL SCHOOL DISTRICT**

By: _____
Name: Zizette Deutsch
Title: President of the Board of Education

**NYACK
UNION FREE SCHOOL DISTRICT**

VILLAGE OF HAVERSTRAW

By: _____
Name: Michael F. Kohut
Title: Village Mayor

VILLAGE OF WEST HAVERSTRAW

By: _____
Name: Robert R. D'Amelio
Title: Village Mayor


COUNTY OF ROCKLAND

By: _____
Name: Edwin J. Day
Title: County Executive


**NORTH ROCKLAND
CENTRAL SCHOOL DISTRICT**

By: _____
Name: Kris Felicello
Title: Superintendent of Schools

**CLARKSTOWN
CENTRAL SCHOOL DISTRICT**

By: 
Name: Zizette Deutsch
Title: President of the Board of Education

**NYACK
UNION FREE SCHOOL DISTRICT**

By: 
Name: Dr. Lizzette Ruiz-Giovinazzi
Title: Acting Superintendent of Schools

STATE OF New York)
COUNTY OF Queens) ss.:

On the 7th day of May, in the year 2024, before me, the undersigned, personally appeared **TODD SINGER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

BLESSETTE TAYLOR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TA0023092
Qualified in Queens County
My Commission Expires 04-02-2028



Notary Public

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

On the 2nd day of July, in the year 2024, before me, the undersigned, personally appeared **STEVEN H. PORATH**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

RUDOLPH O. ZODDA III
Notary Public, State of New York
No. 02ZO5087989
Qualified in Rockland County
Commission Expires Nov. 10, 2025



Notary Public

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

On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared **JAMES MONAGHAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared **TODD SINGER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared **STEVEN H. PORATH**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 30th day of May, in the year 2024, before me, the undersigned, personally appeared **JAMES MONAGHAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

HOLLI FINN
Notary Public, State of New York
Reg. No. 01F16388960
Qualified in Rockland County
Commission Expires March 18, 2027

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

On the 23 day of MAY, in the year 2024, before me, the undersigned, personally appeared HOWARD T. PHILLIPS, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

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

RAQUEL VENTURA
Notary Public, State of New York
No. 01VE6340753
Qualified in Rockland County
Commission Expires April 25, 2028

On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared GEORGE HOEHMANN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared MICHAEL F. KOHUT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared **HOWARD T. PHILLIPS, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 13th day of May, in the year 2024, before me, the undersigned, personally appeared **GEORGE HOEHMANN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

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

KATHLEEN HOULAHAN
Notary Public, State of New York
No. 02HO6391573
Qualified in Rockland County
Commission Expires May 13, 2027

On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared **MICHAEL F. KOHUT**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared **HOWARD T. PHILLIPS, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

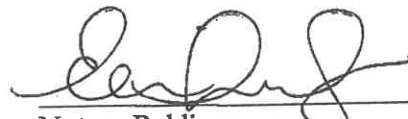
On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared **GEORGE HOEHMANN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the th 16 day of May, in the year 2024, before me, the undersigned, personally appeared **MICHAEL F. KOHUT**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.





Notary Public

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

On the 23rd day of May, in the year 2024, before me, the undersigned, personally appeared **ROBERT R. D'AMELIO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Katherine M. Welsh
Notary Public

KATHERINE M. WELSH
Notary Public of New York
No. 01WE6336446
Qualified in Rockland County
Commission Expires February 1, 2028

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

On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared **EDWIN J. DAY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared **KRIS FELICELLO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.
COUNTY OF ROCKLAND)

On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared **ROBERT R. D'AMELIO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.
COUNTY OF ROCKLAND)

On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared **EDWIN J. DAY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.
COUNTY OF ROCKLAND)

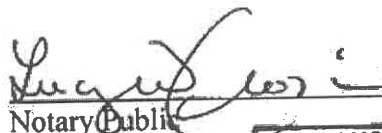
On the 3rd day of July, in the year 2024, before me, the undersigned, personally appeared **KRIS FELICELLO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michelle Picarello
Notary Public

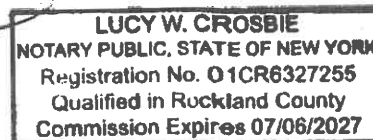
MICHELLE PICARELLO
NOTARY PUBLIC, STATE OF NEW YORK
NO - 01P0346151
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES AUGUST 8th, 2028

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

On the 13th day of June, in the year 2024, before me, the undersigned, personally appeared ZIZETTE DEUTSCH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



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

On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared SUSAN YOM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

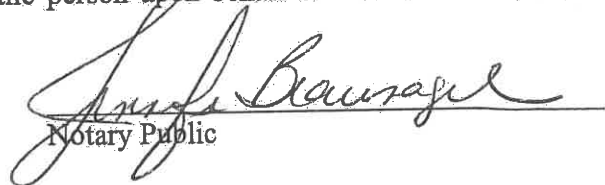
On the ___ day of _____, in the year 2024, before me, the undersigned, personally appeared ZIZETTE DEUTSCH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ^{9th} day of July, in the year 2024, before me, the undersigned, personally appeared LIZZETTE RUIZ-GIOVINAZZI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JENNIFER J. BRAUNAGEL
Notary Public, State of New York
Registration #01BR6408009
Qualified in Rockland County
Commission Expires July 27, 2024



Notary Public

EXHIBIT A

PILOT Payments

Payment Year	PILOT Payment								
	Town of Stony Point	Town of Haverstraw	Town of Clarkstown	Village of Haverstraw	Village of West Haverstraw	County of Rockland	North Rockland CSD	Clarkstown CSD	Nyack CSD
Construction Years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$949,624	\$1,488,257	\$652,322	\$696,206	\$248,394	\$688,083	\$0	\$0	\$68,136
2	\$890,227	\$1,342,077	\$602,412	\$627,823	\$223,996	\$632,843	\$100,000	\$0	\$69,124
3	\$828,907	\$1,191,345	\$550,917	\$557,310	\$198,839	\$575,855	\$202,500	\$0	\$70,126
4	\$840,927	\$1,208,620	\$558,905	\$565,391	\$201,722	\$584,205	\$307,563	\$0	\$71,143
5	\$813,327	\$1,226,145	\$550,374	\$573,590	\$204,647	\$578,176	\$415,252	\$0	\$63,153
6	\$825,120	\$1,243,924	\$558,354	\$581,907	\$207,614	\$586,559	\$525,633	\$0	\$64,069
7	\$797,770	\$1,171,821	\$534,550	\$548,177	\$195,580	\$560,022	\$638,774	\$0	\$64,998
8	\$767,788	\$1,188,812	\$524,931	\$556,125	\$198,416	\$553,002	\$754,743	\$0	\$56,520
9	\$778,921	\$1,206,050	\$532,543	\$564,189	\$201,293	\$561,020	\$873,612	\$0	\$57,340
10	\$790,216	\$1,223,538	\$540,265	\$572,370	\$204,212	\$569,155	\$995,452	\$0	\$58,171
11	\$760,030	\$1,145,796	\$514,308	\$536,002	\$191,236	\$540,288	\$1,120,338	\$0	\$59,015
12	\$727,038	\$1,162,410	\$503,366	\$543,774	\$194,009	\$532,084	\$1,248,347	\$0	\$49,892
13	\$737,580	\$1,179,265	\$510,665	\$551,659	\$196,822	\$539,800	\$1,379,555	\$0	\$50,615
14	\$748,274	\$1,196,364	\$518,070	\$559,658	\$199,676	\$547,627	\$1,514,044	\$0	\$51,349
15	\$670,899	\$1,011,426	\$453,994	\$473,144	\$168,810	\$476,928	\$1,651,895	\$0	\$52,094
16	\$634,006	\$1,026,092	\$441,087	\$480,005	\$171,257	\$466,854	\$1,793,193	\$0	\$42,279
17	\$643,199	\$1,040,970	\$447,483	\$486,965	\$173,741	\$473,624	\$1,938,022	\$0	\$42,892
18	\$604,543	\$1,056,064	\$433,912	\$494,026	\$176,260	\$463,007	\$2,086,473	\$0	\$32,636
19	\$613,309	\$1,071,377	\$440,204	\$501,189	\$178,816	\$469,720	\$2,238,635	\$0	\$33,109
20	\$548,125	\$1,086,912	\$415,620	\$508,457	\$181,408	\$449,538	\$2,394,601	\$0	\$16,795
21	\$459,888	\$882,138	\$343,600	\$412,663	\$147,231	\$370,322	\$2,500,000	\$0	\$17,038
22	\$441,143	\$894,929	\$337,958	\$418,647	\$149,366	\$366,431	\$2,500,000	\$0	\$11,523
23	\$447,539	\$907,905	\$342,859	\$424,717	\$151,532	\$371,744	\$2,500,000	\$0	\$11,690
24	\$454,029	\$921,070	\$347,830	\$430,876	\$153,729	\$377,135	\$2,500,000	\$0	\$11,860
25	\$434,077	\$934,426	\$341,781	\$437,124	\$155,958	\$372,934	\$2,500,000	\$0	\$6,016
26	\$310,088	\$710,981	\$251,612	\$332,596	\$118,665	\$276,399	\$2,500,000	\$0	\$0
27	\$314,585	\$721,290	\$255,261	\$337,419	\$120,385	\$280,407	\$2,500,000	\$0	\$0
28	\$319,146	\$731,749	\$258,962	\$342,312	\$122,131	\$284,472	\$2,500,000	\$0	\$0
29	\$323,774	\$742,359	\$262,717	\$347,275	\$123,902	\$288,597	\$2,500,000	\$0	\$0
30	\$328,469	\$753,124	\$266,526	\$352,311	\$125,698	\$292,782	\$2,500,000	\$0	\$0
Total	\$18,802,567	\$31,667,236	\$13,293,388	\$14,813,908	\$5,285,344	\$14,129,612	\$47,178,632	\$0	\$1,131,583