PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEMS

between

TOWN OF DUANESBURG

and

OAK HILL SOLAR 1, LLC

Dated as of November __, 2019

RELATING TO THE PREMISES LOCATED AT 13590 DUANESBURG ROAD DELANSON, NY (TAX MAP 74.00-2-5.1) IN THE (TOWN OF DUANESBURG, SCHENECTADY COUNTY, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY (this "Agreement"), effective as of the date on the cover page, above, by and between OAK HILL SOLAR 1, LLC, a limited liability company (herein "Owner"), with a principal place of business located at 333 Broadway, Suite 460, Troy, NY 12180, and the Town of Duanesburg, New York, (the "Town"), a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056. The Town is herein referred to as the "Taxing Jurisdiction." Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity") of approximately five(5) megawatts AC on a parcel of land located within the Town at 13590 Duanesburg Road Delanson, NY and identified as SBL # 74.00-2-5.1, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487 (the "Exemption"); and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on the exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

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

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner 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 taxing jurisdiction 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 mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. 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 the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

4. The Project meets the guidelines set forth by the New York State Energy Research and Development Authority and all other applicable provisions of law necessary for the Project to be entitled to the Exemption, and Owner has submitted all required documentation and received all necessary approvals related thereto.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

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

2. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. [Intentionally omitted].

4. [Intentionally omitted].

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 (4), the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction as of the first Taxable Status Date following the later of (a) the date of commencement of the construction of the Project, or (b) the date which Owner has filed a Real Property Tax Exemption Form (RP 487) with the Assessor responsible for the Taxing Jurisdiction (the "Commencement Date").

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive Fiscal Tax Years (the "Term"). Annual Payments (as herein defined) may not exceed the amounts that would otherwise be payable but for the Exemption. The Term shall commence on the Commencement Date, and shall end on the day immediately preceding the date which is the fifteenth anniversary of the Commencement Date. The first annual PILOT Payment shall be in the amount of $1625 per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of five (5) megawatts AC, Annual Payments to be made by Owner during the Term of this Agreement shall be as listed in Exhibit B attached hereto and made a part hereof. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement, without demand therefor and without abatement, deduction or set-off except as otherwise expressly provided in this agreement. Any failure of the Taxing Jurisdiction to issue a bill to Owner for Annual Payment shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that Annual Payments to be made under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that Annual Payments will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

(d) For the purposes of this Agreement, (a) "Fiscal Tax Year" shall mean each successive twelve (12) month period commencing on January 1 and ending on December 31; and (b) "Taxable Status Date" shall mean March 1st of each Fiscal Tax Year.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than five (5) megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity (the "Completion Date"), the Annual Payments set forth in Exhibit B will be increased or decreased on a pro rata basis, as mutually agreed upon by the Parties in their respective reasonable discretion.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If

after the Completion Date, the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or infrastructure, or the addition of new Project equipment or infrastructure, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Term, as mutually agreed upon by the Parties in their respective reasonable discretion.

5. Payment Collection.

Payments for the Town shall be made payable to the Town of Duanesburg and mailed to the Town of Duanesburg, c/o the Town of Duanesburg Supervisor's Office, located at 5853 Western Turnpike Duanesburg, NY 12056 and are due no later than January 31st of each Fiscal Tax Year (the "Annual Payment Date").

All late Annual Payments, or portions thereof, shall accrue interest at the statutory rate for late real property tax payments under New York Law ("Interest"). Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of any unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot.

(a) Following the Commencement Date, the Assessor of the Taxing Jurisdiction shall assign a tax lot number to the Project, which shall be separate and distinct from the tax lot number of the Property.

(b) The Taxing Jurisdiction agrees that during the Term of this Agreement, the Taxing Jurisdiction will not assess Owner for any ad valorem real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes; provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project and/or Property; and provided, further, that the Property shall remain taxable on the assessment rolls of the Taxing Jurisdiction throughout the Term of this Agreement.

(c) Provided that the Project is placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction during each Fiscal Tax Year of the Term hereof, Owner covenants that it will not commence any proceeding pursuant to Article 7 of the RPTL or any other applicable state or federal law, for the review of any assessment covered by this Agreement; provided, however, that nothing in this Agreement shall limit the right of the Owner to challenge the Assessment of the Property pursuant to Article 7 of the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the assignee has

agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the satisfaction of the Taxing Jurisdiction, in its sole and absolute discretion, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A memorandum of this Agreement shall be recorded by Owner, at Owner's cost and expense, in the Schenectady County Clerk's Office, and the Taxing Jurisdiction shall reasonably cooperate in the execution of any required assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Oak Hill Solar 1, LLC
c/o Eden Renewables
333 Broadway, Suite 460
Troy, NY 12180

If to the Taxing Jurisdiction:

Supervisor
Town of Duanesburg
5853 Western Turnpike

Duanesburg, NY 12056

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by notice to the Taxing Jurisdiction. Upon receipt of the notice of termination, the Project shall be immediately placed on the taxable portion of the tax roll , at which point the provisions of Section 520 of the RPTL shall apply. Owner shall be liable for all Annual Payments due in the Fiscal Tax Year of such termination, except that if Owner is required to pay any pro-rata portion of real property taxes for the unexpired portion of any Fiscal Tax Year, the Annual Payment for such Fiscal Tax Year shall be reduced pro rata so that the Owner is not required to pay both Annual Payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

(a) Owner fails to make timely Annual Payments required under this Agreement, unless such payment, with Interest, is received by the Taxing Jurisdiction within thirty (30) days of the Annual Payment Date;

(b) Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

14. Remedies; Waiver And Notice.

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party 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 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 breach of an obligation 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) No Waiver. In the event any provision contained in this 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 Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

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

17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this 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 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.

19. Counterparts. This 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.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

OAK HILL SOLAR 1, LLC

By: _____

_____
Name

_____
Title

_____
Date

TOWN OF DUANESBURG

By: _____

_____
Supervisor

_____
Date

EXHIBIT A

Description of Land

EXHIBIT B

Year	Payment Amount
2021	$8,125.00
2022	$8,287.50
2023	$8,453.25
2024	$8,622.32
2025	$8,794.76
2026	$8,970.66
2027	$9,150.07
2028	$9,333.07
2029	$9,519.73
2030	$9,710.13
2031	$9,904.33
2032	$10,102.42
2033	$10,304.46
2034	$10,510.55
2035	$10,720.76