

February 9, 2021

**FIRST AMENDMENT TO TAX AGREEMENT**

**VIA CERTIFIED MAIL**

**No. 9489-0090-0027-6196-3380-15**

Mr. David Weeks, Assessor  
Town of Troupsburg  
873 State Route 36  
Troupsburg, New York 14885

Re: Steuben County Industrial Development Agency ("IDA") and  
Abundant Solar Power (Troupsburg) LLC ("Company")

Property:

2985 County Route 84, Town of Troupsburg  
Tax Account No. 396.00-01-032.200

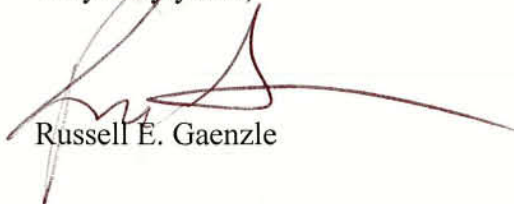
Dear Mr. Weeks:

On behalf of the Steuben County Industrial Development Agency, I have enclosed for you, the Assessor within which the above-referenced project is located, a signed "First Amendment to Tax Agreement", dated as of January 27, 2021, by and between the IDA and the Company, along with executed amended NYS Form RP-412-a, "Application for Real Property Tax Exemption."

The First Amendment to Tax Agreement amends Schedule A to that certain Tax Agreement, dated as of December 1, 2019, by and between the IDA and the Company, for the purposes of **correcting a scrivener's error**.

Should you have questions, please contact me at (585) 419-8718.

Very truly yours,



Russell E. Gaenzle

Enclosures

cc: Chief Elected Officials on Schedule A (w/encs. – copies)

Schedule A

<p><b>Via Certified Mail</b> <b>No. 9489-0090-0027-6196-3380-22</b> Steuben County Legislature Attn: Joseph Hauryski, Chair County Office Building 3 East Pulteney Square Bath, New York 14810</p>	<p><b>Via Certified Mail</b> <b>No. 9489-0090-0027-6196-3380-39</b> Steuben County Administrator Attn.: Jack Wheeer 3 East Pulteney Square County Office Building Bath, New York 14810</p>
<p><b>Via Certified Mail</b> <b>No. 9489-0090-0027-6196-3380-46</b> Director of Real Property Tax Services County Office Building 3 East Pulteney Square Bath, New York 14810</p>	<p><b>Via Certified Mail</b> <b>No. 9489-0090-0027-6196-3380-53</b> Jasper-Troupsburg Central School District Attn: Michael A. Mead, Superintendent 3769 State Route 417 Jasper, New York 14855</p>
<p><b>Via Certified Mail</b> <b>No. 9489-0090-0027-6196-3380-60</b> Board of Education Jasper-Troupsburg Central School District Attn: Keith Kraus, President 3769 State Route 417 Jasper, New York 14855</p>	<p><b>Via Certified Mail</b> <b>No. 9489-0090-0027-6196-3380-77</b> Town of Troupsburg Attn: Ronald Button, Supervisor 873 State Route 36 Troupsburg, New York 14885</p>



INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Steuben County Industrial Development Agency
Street PO Box 393, 7234 Route 54 North
City Bath, New York 14810
Telephone no. Day (607)-776-3316
Evening ( )
Contact James C. Johnson
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Abundant Solar Power (Troupsburg) LLC
Street 700 West Metro Park
City Rochester
Telephone no. Day ( )
Evening ( )
Contact Richard Lu
Title President

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) see metes and bounds attached
b. Street address 2985 County Route 84
c. City, Town or Village Town of Troupsburg
d. School District Jasper-Troupsburg CSD
e. County Steuben
f. Current assessment
g. Deed to IDA (date recorded; liber and page) Lease to IDA (01/27/2020; 2814 and 274)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Property will be site of a community solar array facility
b. Type of construction Community solar array and related activities
c. Square footage
d. Total cost
e. Date construction commenced About 12/01/2020
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2040

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment Please see attached First Amendment Tax Agreement

b. Projected expiration date of agreement December 31, 2040

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Steuben</u>	X	
Town/City <u>Town of Troupsburg</u>	X	
Village <u>N/A</u>		X
School District <u>Jasper-Troupsburg</u>	X	

d. Person or entity responsible for payment

Name Abundant Solar Power (Troupsburg) LLC  
 Title President  
 Address 700 West Metro Park  
Rochester

e. Is the IDA the owner of the property? Yes/No (circle one)

If "No" identify owner and explain IDA rights or interest in an attached statement. No. Occupant owns the property and leases the property to the IDA

Telephone \_\_\_\_\_

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one)  Yes  No Yes - Under Tax Agreement dated as of December 1, 2019, as amended pursuant to First Amendment to Tax Agreement attached hereto.

If yes, list the statutory exemption reference and assessment roll year on which granted: exemption RP-412-a assessment roll year Commencing: County/Town: 2021; School: 2020-21

7. A copy of this application, including all attachments, has been mailed or delivered on 2/10/21 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

**CERTIFICATION**

I, James C. Johnson, Executive Director of Steuben County Industrial Development Agency hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

January 27, 2021  
Date

  
Signature

**FOR USE BY ASSESSOR**

1. Date application filed \_\_\_\_\_
2. Applicable taxable status date \_\_\_\_\_
- 3a. Agreement (or extract) date \_\_\_\_\_
- 3b. Projected exemption expiration (year) \_\_\_\_\_
4. Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_
5. Special assessments and special as valorem levies for which the parcel is liable:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's signature

COPY

STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

ABUNDANT SOLAR POWER (TROUPSBURG) LLC

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FIRST AMENDMENT TO  
TAX AGREEMENT

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Tax Map No.

396.00-01-032.200

Affected Taxing Jurisdictions:

Steuben County  
Town of Troupsburg  
Jasper-Troupsburg Central School District

Dated as of January 27, 2021

## FIRST AMENDMENT TO TAX AGREEMENT

THIS FIRST AMENDMENT TO TAX AGREEMENT, dated as of January 27, 2021 (the "First Amendment"), is by and between **STEBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York, with offices at 7234 Route 54, Bath, New York 14810 (the "Agency"), and **ABUNDANT SOLAR POWER (TROUPSBURG) LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, with offices at 700 West Metro Park, Rochester, New York 14623 (the "Company").

### WITNESSETH:

WHEREAS, the Agency and the Company previously executed a certain lease agreement (the "Lease Agreement"), leaseback agreement (the "Leaseback Agreement") and payment-in-lieu-of-tax agreement (the "Tax Agreement") each dated as of December 1, 2019, in connection with a certain project (the "Project"), undertaken by the Agency for the benefit of the Company consisting of: (i) the acquisition by the Agency of a leasehold interest in a parcel of land located at 2985 County Route 84, Town of Troupsburg, Steuben County, New York and any lands located in Steuben County and occupied by license or easement during construction or improved by third parties for the benefit of the Project (the "Land"); (ii) the construction on the land of a five (5) megawatt (MW) community solar array to be used to generate electricity that will allow residential and commercial subscribers to receive renewable energy that will offset traditional power sources (the "Improvements"); and (iii) the acquisition and installation in, on and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, pursuant to the terms of the Tax Agreement, the Company has agreed to make payments-in-lieu-of-taxes for the benefit of Steuben County (the "County"), the Town of Troupsburg (the "Town") and the Jasper-Troupsburg Central School District (the "School"; and, collectively with the County and the Town, the "Affected Tax Jurisdictions"), as more fully set forth on **Schedule A**; and

WHEREAS, the Agency and the Company now desire to amend the Tax Agreement to correct a scrivener's error in **Schedule A**.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Schedule A** of the Tax Agreement is deleted in its entirety and replaced with the revised **Schedule A** set forth in **Exhibit A** attached hereto.

2. Except as modified in Section 1 above, all of the terms, provisions and covenants of the Tax Agreement are in all other respects hereby ratified and confirmed by the Company and the Agency and shall remain in full force and effect.

3. Upon the effectiveness of this First Amendment, on and after the date hereof, each reference in the Tax Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import, and each reference in the Agent Agreement, the Leaseback Agreement and any related documents to the Tax Agreement, shall mean and be a reference to the Tax Agreement as amended hereby.

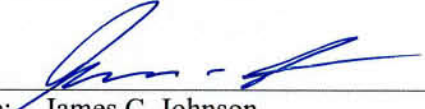
4. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

[Signature Page to First Amendment to Tax Agreement]

IN WITNESS WHEREOF, the Agency and the Company have caused this First Amendment to Tax Agreement to be executed in their respective names, all as of the date first above written.

**STEBEN COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Name: James C. Johnson  
Title: Executive Director

**ABUNDANT SOLAR POWER  
(TROUBSBURG) LLC**

By: \_\_\_\_\_  
Name: Richard Lu  
Title: President



[Signature Page to First Amendment to Tax Agreement]

IN WITNESS WHEREOF, the Agency and the Company have caused this First Amendment to Tax Agreement to be executed in their respective names, all as of the date first above written.

**STEBEN COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Name: James C. Johnson  
Title: Executive Director

**ABUNDANT SOLAR POWER  
(TROUBSBURG) LLC**

By: \_\_\_\_\_  
Name: Richard Lu  
Title: President

**EXHIBIT A**

**Schedule A**

**FIRST AMENDMENT TO TAX AGREEMENT DATED AS OF JANUARY 27, 2021  
BY AND BETWEEN THE  
STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND ABUNDANT  
SOLAR POWER (TROUBSBURG) LLC**

"Total Payment" shall mean an amount per annum as set forth below.

<b>Tax Year</b>	<b>School Tax Year</b>	<b>County/Town Tax Year</b>	<b>Town Total Annual Payment*</b>	<b>County Total Annual Payment*</b>	<b>School Total Annual Payment*</b>
Year 1	2020-21	2021	\$4,267	\$6,086	\$12,147
Year 2	2021-22	2022	\$4,352	\$6,208	\$12,390
Year 3	2022-23	2023	\$4,439	\$6,332	\$12,638
Year 4	2023-24	2024	\$4,528	\$6,459	\$12,890
Year 5	2024-25	2025	\$4,619	\$6,588	\$13,148
Year 6	2025-26	2026	\$4,711	\$6,720	\$13,411
Year 7	2026-27	2027	\$4,805	\$6,854	\$13,679
Year 8	2027-28	2028	\$4,901	\$6,991	\$13,953
Year 9	2028-29	2029	\$4,999	\$7,131	\$14,232
Year 10	2029-30	2030	\$5,099	\$7,274	\$14,517
Year 11	2030-31	2031	\$5,201	\$7,419	\$14,807
Year 12	2031-32	2032	\$5,305	\$7,567	\$15,103
Year 13	2032-33	2033	\$5,411	\$7,719	\$15,405
Year 14	2033-34	2034	\$5,520	\$7,873	\$15,713
Year 15	2034-35	2035	\$5,630	\$8,031	\$16,028
Year 16	2035-36	2036	\$5,743	\$8,191	\$16,348
Year 17	2036-37	2037	\$5,857	\$8,355	\$16,675
Year 18	2037-38	2038	\$5,975	\$8,522	\$17,009
Year 19	2038-39	2039	\$6,094	\$8,693	\$17,349
Year 20	2039-40	2040	\$6,216	\$8,866	\$17,696

\*The foregoing table contemplates a payment equal to \$4,500 per MWac with an annual two percent (2%) escalation to the Total Payment due and payable to the County, Town and School, respectively.