

STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

TJA-NY-COHOCTON SOLAR FARM, LLC

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FIRST AMENDMENT TO TAX AGREEMENT

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Dated as of June 1, 2024

Tax Map Number:

030.00-01-005.200, as may be subdivided

Address:

11190 NYS Route 371  
Town of Cohocton  
Steuben County, New York

## FIRST AMENDMENT TO TAX AGREEMENT

THIS FIRST AMENDMENT TO TAX AGREEMENT (this "Amendment") is made as of June 1, 2024 (the "Effective Date") and is by and between **STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices located at 7234 Route 54, Bath, New York 14810 (the "Agency") and **TJA-NY-COHOCTON SOLAR FARM, LLC**, a limited liability company duly organized and validly existing under the laws of the State of Delaware, with offices at 3050 Peachtree Road, 4<sup>th</sup> Floor, Suite 460, Atlanta, Georgia 30305 (the "Company").

**WHEREAS**, the Company and the Agency entered into that certain Tax Agreement dated as of September 1, 2023 (the "Tax Agreement") pursuant to which the Company receives certain real property tax benefits relating to the Facility (as such term is defined in the Tax Agreement); and

**WHEREAS**, the Tax Agreement expires on December 31, 2044; and

**WHEREAS**, the parties hereto wish to modify the Tax Agreement to allow for maximization of real property tax exemption benefits by (i) extending the term of the Tax Agreement, such that the Tax Agreement expires on December 31, 2045; and (ii) amending **Schedule A** to the Tax Agreement to reflect such extended term in the form attached hereto as **Exhibit A**.

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

1. All of the recitals contained above are hereby incorporated herein by reference.
2. Section 1.5 "Period of Benefits" is hereby amended and replaced in its entirety as follows:

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the 2025-2026 School tax year through the 2044-2045 School tax year, and (ii) the 2026 County and Town tax years through the 2045 County and Town tax years. This Tax Agreement shall expire on **December 31, 2045**; provided, however, the Company shall pay the 2045-2046 School tax bill and the 2046 County and Town tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that, during the term hereof, it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the

extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

3. **Schedule A** is hereby replaced in its entirety with **Schedule A** attached hereto as **Exhibit A**.

4. Except as modified by the terms of this Amendment, all other terms, covenants and conditions of the Tax Agreement are hereby ratified and confirmed.

5. All terms used but not defined herein shall have that meaning given to them in the Tax Agreement.

6. To the extent of any inconsistencies between this Amendment and the Tax Agreement, the terms of this Amendment shall control.

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


8. The Agency shall complete an Exemption Application in connection herewith, file with the Town Assessor of the Town of Cohocton such Exemption Application together with a copy of this Amendment, and provide a copy of such filed materials to the Affected Tax Jurisdictions.

*[Remainder of Page Intentionally Left Blank]*

[Signature Page to First Amendment to Tax Agreement]

**IN WITNESS WHEREOF**, the undersigned have duly executed and delivered this Amendment as of the Effective Date.

**STEUBEN COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

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

**TJA-NY-COHOCTON SOLAR FARM, LLC**

By: \_\_\_\_\_  
Name: Rafael Dobrzyński  
Title: Chief Executive Officer and President

[Signature Page to First Amendment to Tax Agreement]

**IN WITNESS WHEREOF**, the undersigned have duly executed and delivered this Amendment as of the Effective Date.

**STEBEN COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_

Name: James C. Johnson

Title: Executive Director

**TJA-NY-COHOCTON SOLAR FARM, LLC**

By: \_\_\_\_\_

Name: Rafael Dobrzyński

Title: Chief Executive Officer and President

**EXHIBIT A**  
**SCHEDULE A**  
**TO**  
**TAX AGREEMENT DATED AS OF**  
**SEPTEMBER 1, 2023 AS AMENDED MAY 1, 2024, BY AND BETWEEN**  
**STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY**  
**AND**  
**TJA-NY-COHOCTON SOLAR FARM, LLC**

"Total Tax Payment" shall mean an amount equal to the following:

<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>
Interim	2022-23; 2023-24 & 2024-25	2023; 2024 & 2025	Full Taxes	Full Taxes	Full Taxes
1	2025-26	2026	\$5,149	\$7,582	\$15,476
2	2026-27	2027	\$5,252	\$7,734	\$15,786
3	2027-28	2028	\$5,357	\$7,888	\$16,101
4	2028-29	2029	\$5,464	\$8,046	\$16,423
5	2029-30	2030	\$5,573	\$8,207	\$16,752
6	2030-31	2031	\$5,685	\$8,371	\$17,087
7	2031-32	2032	\$5,799	\$8,538	\$17,429
8	2032-33	2033	\$5,915	\$8,709	\$17,777
9	2033-34	2034	\$6,033	\$8,883	\$18,133
10	2034-35	2035	\$6,154	\$9,061	\$18,495
11	2035-36	2036	\$6,277	\$9,242	\$18,865
12	2036-37	2037	\$6,402	\$9,427	\$19,242
13	2037-38	2038	\$6,530	\$9,616	\$19,627
14	2038-39	2039	\$6,661	\$9,808	\$20,020
15	2039-40	2040	\$6,794	\$10,004	\$20,420
16	2040-41	2041	\$6,930	\$10,204	\$20,829
17	2041-42	2042	\$7,068	\$10,408	\$21,245
18	2042-43	2043	\$7,210	\$10,616	\$21,670
19	2043-44	2044	\$7,354	\$10,829	\$22,104
20	2044-45	2045	\$7,501	\$11,045	\$22,546

\*The foregoing table contemplates a payment equal to \$5,500 per MWac with an annual two percent (2%) escalation to the Total Payment due and payable to the County, Town and School, respectively.