

STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

BARON WINDS LLC

FIRST AMENDMENT TO TAX AGREEMENT

Dated as of February 1, 2024

Tax Map Numbers:

As More Fully Set Forth on Exhibit B Attached to the Original Tax Agreement (defined herein)

Address:

As More Fully Set Forth on Exhibit B Attached to the Original Tax Agreement (defined herein)

FIRST AMENDMENT TO TAX AGREEMENT

THIS FIRST AMENDMENT TO TAX AGREEMENT (this "Amendment") is made as of February 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 **BARON WINDS LLC**, a limited liability company duly organized and validly existing under the laws of the State of Delaware and qualified to do business under the laws of the State of New York, with offices at 1251 Waterfront Place, Third Floor, Pittsburgh, Pennsylvania 15220 (the "Company").

WHEREAS, the Company and the Agency entered into that certain Tax Agreement dated as of March 1, 2022 (the "Original Tax Agreement") pursuant to which the Company receives certain real property tax benefits relating to the Facility (as such term is defined in the Original Tax Agreement); and

WHEREAS, the parties hereto wish to modify the Original Tax Agreement to allow for maximization of real property tax exemption benefits by (i) amending **Exhibit A-2** to the Tax Agreement to ensure the Total Payments with respect to such amounts set forth in **Exhibit A-2** to the Original Tax Agreement accurately reflect the correct tax rates of the applicable Affected Tax Jurisdictions and (ii) adding a new **Exhibit A-3** to reflect Total Payments for a certain substation located on the Land.

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. The cover page to the Original Tax Agreement is hereby amended by deleting reference to "Canisteo-Greenwood Central School District".
3. **Exhibit A-2** to the Original Tax Agreement is hereby deleted in its entirety and replaced with **Exhibit A-2** attached hereto.
4. A new **Exhibit A-3**, attached hereto, is hereby added to the Original Tax Agreement.
5. Except as modified by the terms of this Amendment, all other terms, covenants and conditions of the Original Tax Agreement are hereby ratified and confirmed.
6. All terms used but not defined herein shall have that meaning given to them in the Original Tax Agreement.
7. To the extent of any inconsistencies between this Amendment and the Original Tax Agreement, the terms of this Amendment shall control.
8. 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.

[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

BARON WINDS LLC

By: _____

Name: Paul Bowman

Title: Senior Vice 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.

**STEUBEN COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: James C. Johnson

Title: Executive Director

BARON WINDS LLC

By:  _____

Name: Jannik Breiter

Title: Vice President, Asset Management

EXHIBIT A-2
TO
TAX AGREEMENT DATED AS OF
MARCH 1, 2022 AS AMENDED FEBRUARY 1, 2024, BY AND BETWEEN
STEBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND
BARON WINDS LLC

"**Total Payment**" shall mean an amount per annum as set forth below. For the avoidance of doubt, the Total Annual Payments identified in this Exhibit A-2 shall apply only to those payments due to the following Affected Tax Jurisdictions: (1) Steuben County, (2) Town of Fremont, and (3) Wayland Cohocton Central School District.

Tax Year	School Tax Year	County and Town Tax Year	Total Annual Payment
1	2023-24	2024	\$11,033
2	2024-25	2025	\$11,584
3	2025-26	2026	\$12,136
4	2026-27	2027	\$12,688
5	2027-28	2028	\$13,239
6	2028-29	2029	\$13,791
7	2029-30	2030	\$14,343
8	2030-31	2031	\$14,894
9	2031-32	2032	\$15,446
10	2032-33	2033	\$15,997
11	2033-34	2034	\$16,549
12	2034-35	2035	\$17,101
13	2035-36	2036	\$17,652
14	2036-37	2037	\$18,204
15	2037-38	2038	\$18,756
16	2038-39	2039	\$19,307
17	2039-40	2040	\$19,859
18	2040-41	2041	\$20,411
19	2041-42	2042	\$20,962
20	2042-43	2043	\$21,514

With respect to this **Exhibit A-2** only, and the associated abatement schedule herewith, the assessed value of the Facility shall be fixed at \$658,278. This abatement schedule contemplates a fifty percent (50%) exemption in Tax Year 1, with such exemption thereafter being eliminated in 2.5% increments on an annual basis.

EXHIBIT A-3
TO
TAX AGREEMENT DATED AS OF
MARCH 1, 2022 AS AMENDED FEBRUARY 1, 2024, BY AND BETWEEN
STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND BARON WINDS LLC

"**Total Payment**" shall mean an amount per annum as set forth below. For the avoidance of doubt, the Total Annual Payments identified in this Exhibit A-3 shall apply only to those payments due to the following Affected Tax Jurisdictions: (1) Steuben County, (2) Town of Cohocton, and (3) Avoca Central School District.

Tax Year	School Tax Year	County and Town Tax Year	Total Annual Payment
1	2023-24	2024	\$6,079
2	2024-25	2025	\$6,383
3	2025-26	2026	\$6,687
4	2026-27	2027	\$6,991
5	2027-28	2028	\$7,295
6	2028-29	2029	\$7,599
7	2029-30	2030	\$7,903
8	2030-31	2031	\$8,206
9	2031-32	2032	\$8,510
10	2032-33	2033	\$8,814
11	2033-34	2034	\$9,118
12	2034-35	2035	\$9,422
13	2035-36	2036	\$9,726
14	2036-37	2037	\$10,030
15	2037-38	2038	\$10,334
16	2038-39	2039	\$10,638
17	2039-40	2040	\$10,942
18	2040-41	2041	\$11,246
19	2041-42	2042	\$11,550
20	2042-43	2043	\$11,854

With respect to this **Exhibit A-3** only, and the associated abatement schedule herewith, the assessed value of the Facility shall be fixed at \$374,200. This abatement schedule contemplates a fifty percent (50%) exemption in Tax Year 1, with such exemption thereafter being eliminated in 2.5% increments on an annual basis.