

STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

NY PULTENEY I, LLC

SECOND AMENDMENT TO TAX AGREEMENT

Dated as of June 1, 2026

Tax Map Number:
012-00-01-008.200

Address:
8897 Chidsey Hill Road
Town of Pulteney
Steuben County, New York

SECOND AMENDMENT TO TAX AGREEMENT

THIS SECOND AMENDMENT TO TAX AGREEMENT (this "Amendment") is made as of June 1, 2026 (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 **NY PULTENEY I, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, with offices at c/o True Green Capital Management LLC, 315 Post Road W., Westport, Connecticut 06880 (the "Company").

WHEREAS, the Company and the Agency entered into that certain Tax Agreement dated as of December 1, 2021, as amended pursuant to that certain First Amendment to Tax Agreement, dated as of June 1, 2023 (as so amended, 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, 2045; 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, 2046; 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 2026-2027 School tax year through the 2045-2046 School tax year, and (ii) the 2027 County and Town tax years through the 2046 County and Town tax years. This Tax Agreement shall expire on **December 31, 2046**; provided, however, the Company shall pay the 2046-2047 School tax bill and the 2047 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 ("RPLT"). 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. The Notice section to the Tax Agreement pertaining to the Company shall be amended as follows:

To the Company: NY Pulteney I, LLC
c/o True Green Capital Management LLC
315 Post Road W.
Westport, Connecticut 06880
Attn: Legal Department

With a copy to: Couch White, LLP
540 Broadway, 7th Floor
Albany, New York 12207
Attn: Joshua Sabo, Esq.

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

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

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

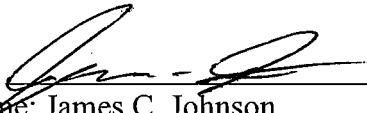
8. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Second 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

NY PULTENEY I, LLC

By: NY Solar Energy (Fund IV – Parallel)
Holdings, LLC, its sole member

By: _____
Name: Bruce Wiegand
Title: Authorized Officer

[Signature Page to Second 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: _____
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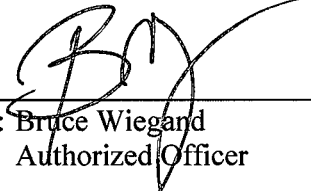
By:  _____
Name: Bruce Wiegand
Title: Authorized Officer

EXHIBIT A

SCHEDULE A

TO

TAX AGREEMENT DATED AS OF

DECEMBER 1, 2021, AS AMENDED JUNE 1, 2023, AS FURTHER AMENDED JUNE 1,

2026, BY AND BETWEEN

STEBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

NY PULTENEY I, LLC

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

Tax Year	School Tax Year	County/Town Tax Year	Town Total Annual Payment*	County Total Annual Payment*	School Total Annual Payment*
1	2026-27	2027	\$3,085	\$4,979	\$9,184
2	2027-28	2028	\$3,147	\$5,078	\$9,367
3	2028-29	2029	\$3,210	\$5,180	\$9,555
4	2029-30	2030	\$3,274	\$5,283	\$9,746
5	2030-31	2031	\$3,340	\$5,389	\$9,941
6	2031-32	2032	\$3,407	\$5,497	\$10,139
7	2032-33	2033	\$3,475	\$5,607	\$10,342
8	2033-34	2034	\$3,544	\$5,719	\$10,549
9	2034-35	2035	\$3,615	\$5,833	\$10,760
10	2035-36	2036	\$3,687	\$5,950	\$10,975
11	2036-37	2037	\$3,761	\$6,069	\$11,195
12	2037-38	2038	\$3,836	\$6,190	\$11,419
13	2038-39	2039	\$3,913	\$6,314	\$11,647
14	2039-40	2040	\$3,991	\$6,440	\$11,880
15	2040-41	2041	\$4,071	\$6,569	\$12,118
16	2041-42	2042	\$4,153	\$6,701	\$12,360
17	2042-43	2043	\$4,236	\$6,835	\$12,607
18	2043-44	2044	\$4,320	\$6,971	\$12,859
19	2044-45	2045	\$4,407	\$7,111	\$13,117
20	2045-46	2046	\$4,495	\$7,253	\$13,379

*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.