

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (“Agreement”) is made as of the 1st day of December, 2023 by and between **SL FREDONIA, LLC**, a limited liability company duly organized and existing under the laws of the State of Delaware and qualified to do business in the State of New York as a foreign limited liability company, having an address at 800 Gessner Road, Suite 700, Houston, TX 77024 (the “Company”), and the **COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York (the “Agency”) having an address at 201 West Third Street, Suite 115, Jamestown, NY 14701.

W I T N E S S E T H:

WHEREAS, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of the State of New York, as amended (the “Enabling Act”) authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, expand, construct, reconstruct, lease, improve, maintain, equip, furnish, and dispose of one or more projects for the purpose of promoting, developing, encouraging, and assisting in the acquisition, expansion, construction, reconstruction, improvement, maintaining, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities, and thereby advance the job opportunities, general prosperity, and economic welfare of the people of the State of New York;

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act and Chapter 71 of the 1972 Laws of New York, as amended (together with the Enabling Act, hereinafter referred to as the “Act”), the Agency, which has been created and established pursuant thereto for the benefit of the County of Chautauqua, proposes to undertake the Project described below;

WHEREAS, the Agency on behalf of the Company intends to undertake a project consisting of: (A)(1) the acquisition of an interest in an approximately 13.4 acre portion of a 22.5 acre parcel of land located at 9824 Route 60, Fredonia, Town of Pomfret, Chautauqua County, New York (collectively, the “Land”), which Land is more particularly described on Exhibit A attached hereto, (2) the acquisition, construction, installation, and equipping on the Land of: (i) solar photovoltaic modules mounted on a 1-axis tracking steel structure, (ii) inverters and transformers, (iii) underground and overhead electrical lines, (iv) fencing, and (v) a system of access roads, parking, landscaping and related improvements to the Land (collectively, the “Improvements”), and (3) the acquisition and installation of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the “Equipment” and together with the

Land and the Improvements, collectively, the "Project Facility"), all of the foregoing for use by the Company and/or its affiliates as an approximately 4.675 megawatt A/C solar-powered electrical generation facility; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing in the form of potential exemptions or partial exemptions from sales and use taxes, mortgage recording taxes and real property taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Company or such other entity(ies) as may be designated by the Company and agreed upon by the Agency;

WHEREAS, the Company is the tenant under a Solar Lease Agreement dated as of September 21, 2022 (the "Overlease") between Double A Vineyards Land Holdings LLC, as landlord (in such capacity, the "Overlandlord"), and the Company, as tenant, pursuant to which the Company leases the Premises (as hereinafter defined) from the Overlandlord; and

WHEREAS, the Company will sublease the Land and the Improvements (collectively, the "Facility") to the Agency pursuant to a Company Lease Agreement dated as of the date hereof entered into between the Company, as sublessor, and the Agency, as the sublessee (as amended, modified, restated or replaced from time to time, the "Company Lease");

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sub-sublease the interest of the Agency in the Project Facility to the Company pursuant to an agency lease agreement (uniform project agreement) dated as of the date hereof entered into between the Agency, as sub-sublessor, and the Company, as sub-sublessee (as amended, modified, restated or replaced from time to time, the "Agency Lease");

WHEREAS, under the present provisions of the Act and under the present Section 412-a of the Real Property Tax Law of the State of New York, upon a proper filing, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or under its control;

WHEREAS, the Agency's grant of real property tax exemptions is guided by its Uniform Tax Exemption Policy ("UTEP") duly adopted by the members of the Agency and the Company's request for real property tax exemptions represents a deviation from the typical schedules of the Agency's UTEP;

WHEREAS, in response to the Project's proposed deviation from the Agency's UTEP, (A) the Chief Financial Officer of the Agency caused notice of a meeting of the Agency (the "IDA Meeting") with respect to the proposed deviation from the Agency's UTEP to be mailed on July 8, 2022 to the chief executive officer of each Taxing Entity (as hereinafter defined); (B) the members of the Agency held the IDA Meeting on July 26, 2022, (C) the members of the Agency reviewed and responded to any comments or correspondence received from the Taxing Entities at or before the IDA Meeting regarding the proposed deviation from the Agency's UTEP, and (D) the members of the Agency passed a resolution on July 26, 2022 approving such proposed deviation (the "Deviation Resolution");

WHEREAS, by resolution adopted by the members of the Agency on July 26, 2022 (the "Authorizing Resolution"), the Agency determined to proceed with the Project, to grant the

Financial Assistance (as defined in the Agency Lease) and to enter into the "straight lease transaction" (as such quoted term is defined in the Act) contemplated by this Agreement and the other Transaction Documents (as defined in the Agency Lease); and

WHEREAS, the Agency and the Company have requested or will request that the applicable tax assessor(s) create a new parcel, the "Solar Parcel", specific to the Improvements, and that only the Improvements shall be assigned to the Solar Parcel. The Solar Parcel shall be subject to the Agency Lease, the Company Lease and this Agreement;

NOW, THEREFORE, in consideration of the premises and the payments, agreements, and covenants hereinafter contained, the Company and the Agency formally covenant and agree as follows:

Section 1. Tax-Exempt Status of Facility

(a) Application. The Company shall complete, and the Agency shall submit to be filed, an application for tax exemption pursuant to Section 412-a of the Real Property Tax Law, with respect to the Improvements. Such application shall be submitted to the tax assessor of each of the various taxing entities having jurisdiction over the Facility, including without limitation, the County of Chautauqua, the Town of Pomfret and the Fredonia Central School District (such taxing entities, and any successors thereto, being hereinafter collectively referred to as the "Taxing Entities" and individually, as a "Taxing Entity"). The Improvements shall not be entitled to exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the first taxable status date of such Taxing Entity occurring subsequent to the Agency becoming the holder of a leasehold estate in the Improvements, the filing by the Agency of the appropriate applications for tax exemption, and the acceptance of such applications by the appropriate tax assessors (such date, the "PILOT Commencement Date").

(b) Reserved.

(c) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Agency Lease, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Facility, and the Company shall be required to pay the same as they become due on the Facility.

(d) Other Charges. If any taxes, assessments, service charges or other governmental charges become payable by the Agency or the Company on the rents under the Agency Lease or the Company Lease or the occupancy of or any interest of the Agency or the Company in the Facility or any part thereof or any personal property used in connection with the business conducted and located therein, the amount of any tax, assessment or charges shall be paid by the Company. Furthermore, water charges, sewer rentals, sewage treatment charges, solid waste charges and any other charges in the nature of utility charges shall be paid directly by the Company and shall not be credited against nor affect in any manner any payment in lieu of general real estate taxes in any year and shall be computed pursuant to the formula adopted by the relevant Taxing Entity.

Section 2. Payments.

(a) Tax Payments. Prior to the PILOT Commencement Date, the applicable real estate tax levies on the Facility shall be payable in full by the Company to the applicable Taxing Entity(ies).

(b) Pilot Payments. From the PILOT Commencement Date through and including the last day of the twenty-fifth (25th) fiscal tax year thereafter (such date, the "Abatement Expiration Date" and such period, the "PILOT Term"), the Company shall make payments in lieu of general real estate taxes to the Agency for the account and benefit of each Taxing Entity with respect to the Improvements as follows (collectively, the "PILOT Payments"):

<u>PILOT Year</u>	<u>Annual PILOT Payment</u>
1	\$17,531
2	\$17,882
3	\$18,240
4	\$18,604
5	\$18,976
6	\$19,356
7	\$19,743
8	\$20,138
9	\$20,541
10	\$20,951
11	\$21,370
12	\$21,798
13	\$22,234
14	\$22,679
15	\$23,132
16	\$23,595
17	\$24,067
18	\$24,548
19	\$25,039
20	\$25,540
21	\$26,051
22	\$26,572
23	\$27,103
24	\$27,645
25	\$28,198

The Company acknowledges that no exemption is granted by the Agency with respect to, and the Company shall continue to pay the real property taxes assessed from time to time on, the Land and any buildings or improvements thereon (other than the Improvements) for the PILOT Term, as well as any ad valorem levies or special assessments.

(c) Maximum Payment. Notwithstanding anything to the contrary herein, each PILOT Payment shall not exceed the amount the Company would pay under normal calculations for any tax year with respect to the Improvements. Hence, if the general real estate tax (calculated as if the Company were the record owner of the Improvements and the Agency held no interest therein, and the Improvements were assessed at full value for purposes of taxation) otherwise due any Taxing Entity decreases due to a reduction in tax rates or otherwise below the PILOT Payments specified in Section 2(b) above, then the PILOT Payments due that Taxing Entity shall be decreased to equal the tax that would otherwise be due. If, however, a PILOT Payment has been so reduced, and the taxes that would otherwise be due subsequently increase, the PILOT Payment shall similarly increase, but not in excess of the amount specified in Section 2(b) above. Except as set forth in this paragraph, such PILOT Payments shall not be reduced during the PILOT Term, regardless of any reduction in the underlying assessment for the Improvements.

(d) Payments to Agency. All PILOT Payments shall be made by the Company directly to the Agency promptly (but without the requirement that it be made prior to the due dates set forth herein) upon receipt of billings from the Agency at the address set forth in such billings, or at such other address as the Agency may specify in writing to the Company. It is understood that the Agency shall receive the PILOT Payments in trust for each of the Taxing Entities, and the Agency shall forward such payments to each such Taxing Entity within thirty (30) days after receipt thereof. All PILOT Payments hereunder shall be allocated among the Taxing Entities in proportion to the amount of real property and other taxes and assessments that would have been received by each Taxing Entity had the Improvements not been tax exempt due to the status of the Agency as of the Closing Date. This provision constitutes the formula for the calculation of the amounts of the PILOT Payments for each Taxing Entity as required by Section 859-a(6) of the General Municipal Law.

(e) Due Dates; Interest; and Penalties. The Agency will bill the Company for the respective PILOT Payments as if the Improvements were on the tax rolls at the time when taxes for each Taxing Entity are due. All payments are net if paid on or before the due dates listed below. If any PILOT Payment is not made on or before the due date, such payment shall be delinquent and the unpaid amount(s) shall accrue interest (and penalties) at the rates applicable to late payments of taxes for the respective Taxing Entities and as further provided in the General Municipal Law, including Section 874(5) thereof, which currently provides for a late charge equal to five (5%) percent of the unpaid amount for the first month, and for each month, or part thereof, that the payment is delinquent beyond the first month, interest shall accrue to and be paid to the Taxing Entities on the total amount due plus an additional late charge equal to one (1%) percent per month of the total amount payable. The Company agrees to pay all such late charges, interest and penalties when due.

As of the date of this Agreement, the due dates for the PILOT Payment are as follows:

County and Town Taxes:	January 30th
School Taxes:	September 30th

(f) Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the term of this Agreement, in the event that the Agency's interest in any portion of the Improvements is sold or disposed of by the Agency in accordance with the Agency Lease, the transferees thereof will thereafter pay the real property taxes on such Improvements as may be located on the portion of the Land sold as may be required by applicable law.

(g) Sale; the Company's Obligation. In the event that the Agency terminates its interest in and/or transfers the Improvements to any party other than the Company in each case in accordance with the Agency Lease, the Company's obligation for PILOT Payments shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Company for PILOT Payments shall cease, but the Agency shall take such steps with the purchaser other than the Company to assure that each of the Taxing Entities shall suffer no loss of revenue until such Improvements can be placed back on the tax rolls and taxes levied and billed therefor.

(h) Real Estate Taxes on the Land. The Company covenants and agrees to pay the applicable real estate tax levies on the Land and any buildings or improvements thereon (other than the Improvements) to the applicable Taxing Entity(ies) as and when required by applicable law. In no event shall the Company pay less taxes on the Land and the buildings and improvements thereon (other than the Improvements) on account of this Agreement. Real property taxes shall be paid directly by the Company as required by applicable law and shall not be paid to or for the account of the Agency.

(i) PILOT Payments after PILOT Term. From and after the Abatement Expiration Date, and until the Agency's interest in the Improvements is conveyed to the Company pursuant to the terms of the Agency Lease and the Improvements have been returned to the tax rolls as fully taxable property, the Company shall make PILOT Payments equal to one hundred percent (100%) of the amount of real property taxes and assessments that would have been levied and/or assessed against or with respect to the Improvements as if the Improvements were owned by the Company and the Agency were not otherwise involved in the Project.

Section 3. Jobs. The Company covenants and agrees that it shall, throughout the term of this Agreement, maintain or cause to be maintained the Minimum Employment Requirement (as defined in the Agency Lease) as and when required by the Agency Lease. The Company agrees to deliver to the Agency on each annual anniversary of this Agreement a written report describing its compliance or noncompliance with the provisions of this Section 3 and to permit the Agency to audit the books and records of the Company supporting such report.

Section 4. Effective Date; Duration of Agreement. This Agreement shall become effective upon the delivery of the Agency Lease and the Company Lease by the Company and the Agency and shall continue in effect until the earlier of (i) last day prior to the taxable status date following the final tax fiscal year of a Taxing Entity in which a PILOT Payment is payable pursuant to Section 2(c) above, or (ii) the date on which the Agency's interest in the Improvements is terminated pursuant to the Agency Lease or this Agreement.

Section 5. Events of Default. The following shall constitute "Events of Default" under this Agreement:

- (a) failure by the Company to make any payment specified herein and the continuance of such failure for a period of ten (10) days following written notice from the Agency or any Taxing Entity;
- (b) failure by the Company to comply with or perform any provision of this Agreement other than the payment provisions hereof and the continuance of such failure for a period of thirty (30) days following written notice thereof by the Agency to the Company (provided if by reason of the nature of such default or failure the same can be remedied, but not within the said thirty (30) days, the Company fails to proceed with reasonable diligence after receipt of said notice to cure the same or fail to continue with reasonable diligence its efforts to cure the same); and/or
- (c) default in the terms of any agreement entered into between the Agency and the Company (beyond any applicable grace period).

Upon the occurrence and continuance of an Event of Default hereunder, the Company shall be required to make payments in lieu of general real estate taxes levied by the Taxing Entities on the Improvements (or those portions of the Improvements then exempt) as if it were owned by the Company and the Agency held no interest therein, such amounts to commence to be paid for the period subsequent to the date it is determined by the Agency that there is an Event of Default hereunder. In such event, the tax rate, interest and penalties shall be those then in effect in the jurisdiction(s) in which the Improvements are (or those portions of the Improvements then exempt are) located.

Upon the occurrence and continuance of an Event of Default hereunder, the Agency shall be entitled to sue to enforce any provision of this Agreement and to recover the payments in default from the Company, together with all the costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and reasonable attorney's fees and expenses) and interest at the rate specified in Section 2(e) above. In addition, the Agency shall have the right to terminate the Agency Lease and the Company Lease at any time.

The Agency, in enforcing payment by the Company of said amounts, may take whatever action and exercise any or all of the rights and remedies specified in this Agreement or any other remedy provided by law.

Each and every Event of Default shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises. The Company irrevocably agrees that any suit, action, or other legal proceeding arising out of this Agreement may be brought in the courts of record of the State of New York, or the courts of United States District Court for the Western District of New York, consents to the jurisdiction of

each such court in any such suit, action, or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action, or proceeding in any of such courts.

No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default 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 by the Agency. Further, no payment by the Company or receipt by the Agency or a Taxing Entity of a lesser amount than the correct amount or manner of payment due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and the Agency and/or any Taxing Entity may accept any check or payment as made without prejudice to the right to recover the balance or pursue any other remedy in this Agreement or otherwise provided at law or in equity.

In no event shall the Agency be liable to any of the Taxing Entities for the payments specified herein, whether or not the Company makes such payments. The Company hereby agrees to indemnify, defend (with counsel selected by the Agency) and hold harmless the Agency from and against any such liability for such payments and against all penalties, interest, and other charges resulting from the delinquency of such payments.

Section 6. Covenants by the Agency. The Agency covenants that, unless otherwise required by law, the Agency will not enact or adopt any laws, ordinances, rules, or regulations imposing any taxes, assessments, or other charges or payments on the Project or the Company's subleasehold interest or personal property therein, or its use or occupancy thereof or its gross receipts or income therefore, except as the Company and the Agency have herein agreed, or may agree from time to time in the future.

Section 7. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given, if by delivery, when delivered and, if delivered by mail, on the second day following the day on which mailed by certified mail, postage prepaid, addressed as follows:

To the Agency: County of Chautauqua Industrial Development Agency
201 West Third Street Suite 115
Jamestown, NY 14701
Attention: Administrative Director

With a copy to: Phillips Lytle LLP
201 West Third Street, Suite 205
Jamestown, NY 14701
Attention: Milan K. Tyler, Esq.

To the Company: SL Fredonia, LLC
800 Gessner Road, Suite 700
Houston, TX 77024

Attn: Notices
projects@catalyze.com

With a copy to:

Hodgson Russ LLP
140 Pearl Street
Buffalo, NY 14202
Attention: Daniel Spitzer, Esq.

The Agency or the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

Section 8. Assignment of Agreement. This Agreement shall be binding upon the successors and assigns of the Company, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the Agency. The rights and obligations of the Company hereunder may not be assigned except in connection with a permitted assignment of the Company's interest in and to the Agency Lease. Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto and the Taxing Entities.

Section 9. Independent Agreement. Notwithstanding any other provision of this Agreement, including the recitals hereof, the parties agree that the Agency Lease and Company Lease executed between the parties hereto shall be separate and independent documents from this Agreement, and irrespective of whether any provision of this Agreement or the entirety hereof shall be held invalid or unenforceable by any court of competent jurisdiction, the Agency Lease and the Company Lease shall be construed, interpreted, and otherwise regarded separate and apart from this Agreement. The parties hereto specifically note that the considerations and terms provided for in this Agreement and provided for in the Agency Lease and the Company Lease are the only considerations and terms for which the parties hereto have executed this Agreement.

Section 10. Amendments. This Agreement may not be modified, amended, supplemented, or changed without the written consent of the Agency, the Company and any Taxing Entity which is affected by the amendment.

Section 11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12. Prior Agreements; Counterparts. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, whether written or oral, among the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 13. Delivery of Agreement. The Agency agrees to use its best efforts to deliver to each Taxing Entity a copy of this Agreement within fifteen (15) days after its execution by the Agency.

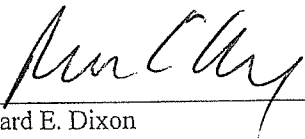
Section 14. Applicable Law. This Agreement shall be governed and construed under the internal laws of the State of New York, as the same may be in effect from time to time, without regard to principles of conflicts of law.

Section 15. WAIVER OF JURY TRIAL. THE AGENCY AND THE COMPANY HEREBY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING IN CONNECTION WITH THIS AGREEMENT.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Agency and the Company have executed this Agreement as of the date first above written.

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Richard E. Dixon
Chief Financial Officer

SL FREDONIA, LLC

By: CATALYZE HOLDINGS, LLC,
its Sole Member

By: _____
Name: Lamphung Ngo-Burns
Title: Chief Financial Officer

[Signature Page to PILOT Agreement]

IN WITNESS WHEREOF, the Agency and the Company have executed this Agreement as of the date first above written.

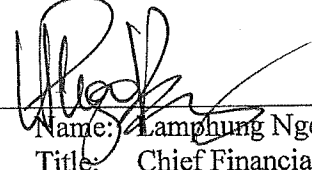
**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Richard E. Dixon
Chief Financial Officer

SL FREDONIA, LLC

By: CATALYZE SAPPHIRE, LLC,
its Sole Member

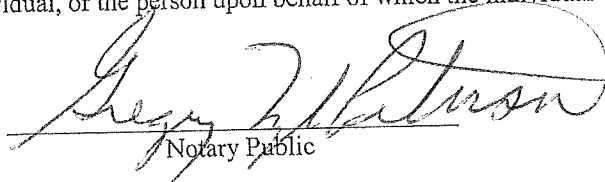
By: CATALYZE HOLDINGS, LLC,
its Sole Member

By:  _____
Name: Lamphung Ngo-Burns
Title: Chief Financial Officer

[Signature Page to PILOT Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF CHAUTAUQUA)

On the 28 day of Nov, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Richard E. Dixon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

GREGORY LYLE PETERSON. #02PE4645823
Notary Public, State of New York
Qualified in Chautauqua County
My Commission Expires June 30, 2027

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, 2023, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Acknowledgment Page to PILOT Agreement]

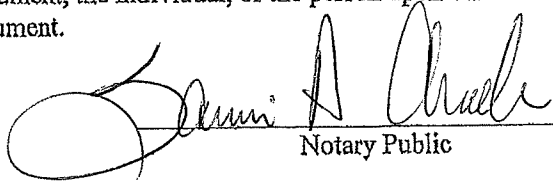
STATE OF NEW YORK)
) ss.:
COUNTY OF CHAUTAUQUA)

On the ___ day of _____, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Richard E. Dixon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

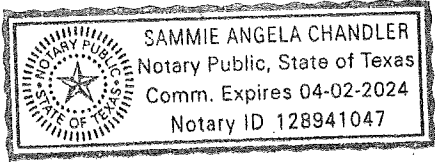
Notary Public

STATE OF Texas)
) ss.:
COUNTY OF Harris)

On the 8 day of Dec, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Lam Hong Ngo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



[Acknowledgment Page to PILOT Agreement]

EXHIBIT A

LEGAL DESCRIPTION

TRACT I.

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF POMFRET, COUNTY OF CHAUTAUQUA, AND STATE OF NEW YORK, BEING A PART OF LOT B IN TOWNSHIP 5 OF RANGE 12 OF THE HOLLAND LAND COMPANY'S SURVEY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING IN THE CENTERLINE OF NEW YORK STATE ROUTE 60 AS NOW LAID OUT AT THE SOUTHWESTERLY CORNER OF LANDS CONVEYED FROM BROWN TO CONIGLIO BY DEED RECORDED IN LIBER 1233 OF DEEDS AT PAGE 279 IN THE OFFICE OF THE CHAUTAUQUA COUNTY CLERK, SAID POINT OF COMMENCING ALSO BEING APPROXIMATELY 1784 FEET NORTHERLY ALONG SAID CENTERLINE OF ROUTE 60 FROM THE INTERSECTION THEREOF WITH THE CENTERLINE OF STRAIGHT ROAD AS NOW LAID OUT; THENCE S87°19'33" E 300 FEET ALONG THE SOUTHERLY LINE OF SAID CONIGLIO LANDS TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE N 01°56'27" E ALONG THE EASTERLY LINE OF SAID LANDS DEEDED TO CONIGLIO A DISTANCE OF 20.00 FEET; THENCE S 87°19'33" E A DISTANCE OF 232.68 FEET; THENCE N 29°37'34" E A DISTANCE OF 452.78 FEET; THENCE N 17°24'27" E A DISTANCE OF 112.71 FEET; THENCE S 89°34'33" E A DISTANCE OF 1157.65 FEET TO THE WESTERLY LINE OF A 50 FOOT WIDE RIGHT OF WAY DEEDED TO NIAGARA, LOCKPORT & ONTARIO POWER CO. BY LIBER 466 OF DEEDS, PAGE 25 IN THE OFFICE OF THE CHAUTAUQUA COUNTY CLERK; THENCE S 01°03'27" W ALONG SAID WESTERLY LINE OF A 50 FOOT RIGHT OF WAY A DISTANCE OF 544.94 FEET; THENCE N 89°34'33" W A DISTANCE OF 845.11 FEET; THENCE N 00°25'27" E A DISTANCE OF 26.01 FEET; THENCE N 89°34'33" W A DISTANCE OF 439.17 FEET; THENCE S 00°25'27" W A DISTANCE OF 8.90 FEET TO THE SOUTHERLY LINE OF LANDS DEEDED TO POWELL BY LIBER 1399, PAGE 410 IN THE OFFICE OF THE CHAUTAUQUA COUNTY CLERK; THENCE N 87°19'33" W ALONG SAID SOUTHERLY LINE OF POWELL A DISTANCE OF 354.48 FEET TO THE POINT OF BEGINNING.

TRACT II: AS AN EASEMENT

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF POMFRET, COUNTY OF CHAUTAUQUA AND STATE OF NEW YORK, BEING A PART OF LOT 8 IN TOWNSHIP 5 OF RANGE 12 ACCORDING TO THE HOLLAND LAND COMPANY'S SURVEY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTERLINE OF McALLISTER ROAD AS NOW BEING RELOCATED (1963), SAID POINT BEING STATION 56 + 29.57 OF SAID

RELOCATED CENTERLINE, AND SAID POINT ALSO BEING AT THE INTERSECTION OF SAID RELOCATED CENTERLINE WITH THE BOUNDARY LINE BETWEEN FIRST PARTY ON THE NORTH AND COSMO SCACCIA ON THE SOUTH; THENCE EASTERLY ALONG SAID BOUNDARY LINE BETWEEN FIRST PARTY AND SCACCIA 300 FT. TO AN IRON PIN, AND PASSING THROUGH AN IRON PIN LOCATED 60 FT. EASTERLY BY RECTANGULAR MEASUREMENT FROM SAID CENTERLINE; THENCE NORTHERLY AT AN INTERIOR ANGLE OF $89^{\circ}-16'$, 300 FT. TO AN IRON PIN; THENCE WESTERLY PARALLEL TO THE FIRST DESCRIBED COURSE 300 FT. TO SAID RELOCATED CENTERLINE IN McALLISTER ROAD, AND PASSING THROUGH AN IRON PIN LOCATED 60 FT. EASTERLY BY RECTANGULAR MEASUREMENT FROM SAID CENTERLINE; THENCE SOUTHERLY ALONG SAID CENTERLINE 300 FT. TO THE POINT OR PLACE OF BEGINNING.

EXCEPTING AND RESERVING THEREFROM THAT PORTION OF THE 0.75 ACRE PARCEL CONVEYED TO THE STATE OF NEW YORK FOR SAID McALLISTER ROAD RELOCATION; AND FURTHER EXCEPTING AND RESERVING A RIGHT OF WAY 18 FT. IN WIDTH MEASURED NORTHERLY FROM THE FIRST COURSE ABOVE DESCRIBED, AND EXTENDING EASTERLY FROM McALLISTER ROAD TO THE SECOND COURSE ABOVE DESCRIBED